

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

SECTION 1. That the contract with JC Hamm & Sons, Inc., situated at Florence, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary to provide one heating and one cooling comprehensive inspection per year, replace filters two (2) times per year, and clean condenser coils as needed up to one (1) time per year as stated in the attached proposal dated February 11, 2025, at the Rosenbaum House, Kennedy Douglas Art Center, Pope's Tavern Museum, Karsner House, and the Florence Indian Mound Museum, Florence, Alabama, in the total contract amount not to exceed \$4,234.65 and in accordance with the negotiated terms and conditions, and the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds JC Hamm & Sons, Inc., is duly licensed by the City of Florence and is qualified, responsible, and competent to perform such work.

SECTION 3. That the contract for such work be awarded to JC Hamm & Sons, Inc., and that the proper officials of the City execute the contract for such work in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2025.

CITY CLERK - TREASURER

STATE OF ALABAMA X
 X
COUNTY OF LAUDERDALE X

CONTRACT

THIS CONTRACT, made and entered into in duplicate, by and between the City of Florence, Alabama, a municipal corporation, party of the first part, and with J C Hamm & Sons, Inc., a corporation party of the second part.

WITNESSETH:

That for and in consideration of the mutual agreement of the parties, they do consent as follows, to-wit:

I

First party has heretofore accepted the proposal from the second party to provide labor, equipment, materials, and incidentals necessary to provide one heating and one cooling comprehensive inspection per year, replace filters two (2) times per year, and clean condenser coils as needed up to one (1) time per year as stated in the attached proposal dated February 11, 2025, at the Rosenbaum House, Kennedy Douglas Art Center, Pope's Tavern Museum, Karsner House, and the Florence Indian Mound Museum, Florence, Alabama, and all in accordance with the negotiated terms and conditions.

And first party has heretofore, in pursuance of law, negotiated with the second party to perform the work. This is a lump sum price agreement in the total contract amount not to exceed \$4,234.65 (four thousand two hundred thirty-four dollars sixty-five cents) and is the price submitted by the second party in their proposal which is attached hereunto and made a part of this contract. All of the work shall be performed in accordance with the negotiated terms and conditions and the work shall be performed at a time agreed upon by both parties.

II

First party employs second party to supply the labor, equipment, materials and incidentals necessary to perform the work as negotiated, all in accordance with the requirements of the City of Florence, which said requirements and all conditions set out in the negotiations are hereby referred to and adopted and made a part of this contract.

Second party shall warrant from any defect in workmanship and materials for a period of one (1) year unless otherwise stated in the attached proposal. This warranty shall exclude any normal wear and tear that may occur due to lack of maintenance or adjustment.

III

Second party, for the same consideration, accepts the said agreement on the terms herein specified and subject to the following conditions, to-wit:

IV

This is a lump sum price agreement in the total contract amount not to exceed \$4,234.65 (four thousand two hundred thirty-four dollars sixty-five cents) and is the price submitted by the second party in their proposal which is attached hereunto and made a part of this contract. Additional work to be done or materials to be furnished, which in the opinion of the first party represents a significant quantity, shall be authorized by change order agreement with the second party.

The Comfort

Professionals

Since 1952



AL #88391 256-764-7386 jchamm.com

Customer : Florence Arts and Museums	Date: 2/11/2025
Address 217 E Tuscaloosa St Florence, AL 35630	Contact BRIAN MURPHY
Phone Number: 256-760-6380	Email: bmurphy@florenceal.org

This is a quote to service the equipment at the Rosenbaum House, KD Art Center (3 buildings), Pope's Tavern Museum, Karsner House, and the Florence Indian Mound Museum. This price will include one heating and one cooling comprehensive inspection. Filters will be changed during each inspection.

Bi-Annually Pricing	\$2,117.32
Yearly investment	\$4,234.65

Condenser coils will be cleaned once a year as needed.

Repairs will only be made with prior approval.

15% Discount on all repairs.

No overtime rates for afterhours calls.

This proposal prepared by:

Tim Hopsan

General Manager/ Sales

Customer Approval signature _____ Date _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment terms will be net 30 days. Past due invoices will accrue penalties and interest at the rate of 1.5% per month plus collection costs and applicable attorney fees.