

RESOLUTION

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

SECTION 1. That the contract with Shoals Pest Control, Inc., a copy of which is attached hereto, to furnish all labor, equipment, materials, and incidentals necessary to provide installation of Advance Termite Baiting System and spot treatment at the maintenance shop, in the contract amount of \$1,275.00 per year, and for annual renewal treatments for \$2,050.00 for the Florence Utilities Electricity Department, Florence, Alabama, and the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds Shoals Pest Control, Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to Shoals Pest Control, Inc., and that the proper officials of the City execute the contract 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, to and with Shoals Pest Control, Inc., 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 furnish all labor, equipment, materials, and incidentals necessary to provide installation of Advance Termite Baiting System and spot treatment at the maintenance shop, and for annual renewal treatments for Florence Utilities Electricity Department facilities, Florence, Alabama, 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 amount of \$1,275.00 (one thousand two hundred seventy-five dollars), and annual renewal treatments in the amount of \$2,050.00 (two thousand fifty dollars) and is the price submitted by the second party in their proposal dated April 15, 2025, 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, 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 1 (one) 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 amount of 1,275.00 (one thousand two hundred seventy-five dollars), and annual renewal treatments in the amount of \$2,050.00 (two thousand fifty dollars) 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.

## V

The second party must maintain adequate insurance as follows: workman's compensation meeting State of Alabama statutory limits, and general liability insurance in the amounts of \$500,000.00 per occurrence; \$1,000,000.00 general aggregate; Employers liability \$500,000.00 each accident; disease - each employee \$5,000.00. The City of Florence shall be named as additional insured to the contractor's liability insurance policy.

## VI

The project shall be completed within thirty (30) calendar days from the date of the notice to proceed. The notice to proceed will be issued on a date agreed upon by both parties. Conditions not under the control of the second party, including but not limited to weather, strikes, war, acts of God, etc. will cause automatic extension of calendar days as agreed upon by both parties.

Failure to complete the project within the contract time shall result in an assessment of liquidated damages in the amount of \$500.00 (five hundred dollars) per day for each day of delay until the work is completed.

## VII

The second party warrants that it is properly qualified to perform this contract in accordance with all applicable laws of the City of Florence, the State of Alabama and the United States. The second party shall (1) furnish a sworn affidavit acknowledged before a notary public that the second party does not knowingly employ, hire for employment, or continue to employ, any unauthorized alien; (2) provide documentation that the second party is enrolled in the E-Verify program; (3) during the performance of this contract, participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations; and (4) require each of its subcontractors to enroll in the E-Verify program and to furnish a sworn affidavit acknowledged before a notary public that the subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

## VIII

The first party shall make partial payments to the second party on or before the 15th day after receiving a duly certified and approved estimate of work performed during the preceding calendar month by the second party, less 5% (five percent) of the total amount of the first 50% (fifty percent) of the total project which is to be strictly in accordance with this agreement, and until such work has been accepted by the first party.

Final payment on account of this agreement shall be made within 15 (fifteen) days after final acceptance by the first party.

Immediately after being notified that all other requirements of this contract have been completed, the second party shall give notice of said completion by an advertisement one (1) time in some newspaper of general circulation within the city of Florence. Proof of publication of said notice shall be furnished to the first party by affidavit of the publisher and a printed copy of the published notice. Second party shall state under oath that all invoices for materials and supplies have been paid in full.

## IX

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall read and be enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted or not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

X

Second party agrees to indemnify and save harmless first party from any claim, loss, action or cause of action for damages, both property and personal, including death, which may arise from and during operations be by it or anyone directly or indirectly employed by it.

All laws, rules and regulations of the United States, State of Alabama, and the City of Florence as are applicable to the work to be performed hereunder shall be complied with.

It is fully understood and agreed that the second party is an independent contractor and not an employee, agent or representative of the first party. It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The second party shall secure and pay for all required licenses and permits.

Executed at Florence, Alabama, this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF FLORENCE, ALABAMA  
a municipal corporation

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK

FIRST PARTY

SHOALS PEST CONTROL, INC.  
a corporation

BY: \_\_\_\_\_

ATTEST:

ITS: \_\_\_\_\_

\_\_\_\_\_

SECOND PARTY



**PEST CONTROL, INC.**

3721 Jackson Highway  
Sheffield, Alabama 35660  
(256) 383-8158

**PROPOSAL**

No. \_\_\_\_\_

Date 4-15-25

Sheet No. \_\_\_\_\_

**Proposal Submitted To:**

**Service Address:**

Name Florence Electrical Dept  
Street 601 E. Reeder St  
City Florence  
State Al.  
Phone Kenny Smith 256-904-2785

Name \_\_\_\_\_  
Street Maintenance Shop  
City 259 S. Chestnut  
State \_\_\_\_\_  
Phone \_\_\_\_\_

We hereby propose to furnish the materials and perform the labor necessary for the completion of  
spot treat inside area of infestation and install Advance termite baiting system  
Total Cost year One \$ 1275.00  
Annual Renewal starting with other Renewals will add \$250<sup>00</sup> for this building  
Total Annual Renewal will now be \$ 2050.00  
Core in concrete will be need on front of the building  
This will be a RETREAT ONLY CONTRACT

The above work to be performed in accordance with product label, state and federal regulations as they may apply and in a substantial workmanlike manner for the sum of: Dollars (\$ \_\_\_\_\_).

with payments to be made as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted Tony Crandall  
Per \_\_\_\_\_

Note - This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Signature \_\_\_\_\_