

SPONSORS: Cole, Gas Department

**RESOLUTION**

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

**SECTION 1.** That the contract with Daniel Brink, d/b/a Brink's Fence Company, a copy of which is attached hereto, to provide labor, equipment, materials and incidentals necessary to remove existing fence and install commercial-grade fence and gates at the City of Florence Gas Department Administrative Office, Florence, Alabama, in the total contract amount not to exceed \$29,125.00, a copy of which is attached hereto, and the same is hereby approved, ratified and confirmed.

**SECTION 2.** That the Council has investigated and ascertained and hereby finds Daniel Brink, d/b/a Brink's Fence Company, to be qualified, responsible, and competent to perform said services.

**SECTION 3.** That the contract for such services be awarded to Daniel Brink, d/b/a Brink's Fence Company, 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 Daniel Brink, d/b/a Brink's Fence Company, a sole proprietorship, 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 remove existing fence and gates and replace with commercial-grade chain link fence and six gates at the City of Florence Gas Department Administrative Office, Florence, Alabama, and in accordance with the proposal, dated February 13, 2025, a copy of which is attached hereto, 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 \$29,125.00 (twenty-nine thousand one hundred twenty-five dollars) attached hereto 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 \$29,125.00 (twenty-nine thousand one hundred twenty-five dollars) 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 a change order agreement with the second party.  
this contract.

#### 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 shall 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 before a notary public that the establishing that the subcontractor is enrolled in the E-Verify program.

#### VIII

Payment to the second party shall be made only for the actual quantities of work performed and accepted or materials furnished in accordance with this contract. Any additional work done or materials to be furnished, which in the opinion of the City, represent a significant quantity, shall be authorized by a change order agreement with the Consultant.

The City shall make partial payments and/or final payment to the Consultant on or before the 15th day after receiving a duly certified and approved estimate.

#### IX

Each and every provision of law and cause 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 herein and if 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, 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, 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:

\_\_\_\_\_

FIRST PARTY

DANIEL BRINK d/b/a BRINK'S FENCE COMPANY  
a sole proprietorship

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

ATTEST:

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

\_\_\_\_\_

SECOND PARTY

