

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 Finis D. Boosa, d/b/a Southern Pump & Control, 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 Finis D. Boosa, d/b/a Southern Pump & Control, 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.

and with Finis D. Boosa, d/b/a Southern Pump & Control, 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 furnish all labor, equipment, materials, and incidentals necessary to replace the drop pipe on the pump station as stated in the attached proposal, at Blackberry Trail Golf Course, 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 \$1,061.00 (one thousand sixty-one dollars) and is the price submitted by the second party in their proposal, which is 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

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 \$250.00 (two hundred fifty 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

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 proceeding 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.

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,

BY: _____

ATTEST:

Mayor

FIRST PARTY

FINIS D. BOOSA, d/b/a SOUTHERN PUMP &
CONTROL
a sole proprietorship

BY: _____

ATTEST:

ITS: _____

SECOND PARTY

Project Estimate

Estimate B250722a

Project Name; Blackberry Golf Course

Florence, Al.

Provide labor and parts to provide pump station maintenance.

PROPOSAL SCOPE

1ea.- PM, Travel and labor to perform pump station maintenance	\$850.00
6ft.- 5/16" pump packing	\$144.00
1.5gal- T-68 Turbine Motor oil	\$52.50
1ea.- "Y" strainer screen	\$15.00
Sub Total:	1,061.00

Any extra items will be billed in addition to above items.