

exceed \$20,000.00, 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 with A & J Home Improvements, LLC, 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 A & J Home Improvements, LLC, 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 A & J Home Improvements, LLC, a limited liability company, 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 repair Stringfellow Warehouse Building damaged by April 10, 2025, storm as stated in the attached proposal dated September 8, 2025, for the City of Florence Utilities Electricity Department, 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 \$28,678.00 (twenty-eight thousand six hundred seventy-eight 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

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.

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.

permits.

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

Executed at Florence, Alabama, this _____ day of _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____

Mayor

ATTEST:

FIRST PARTY

A & J HOME IMPROVEMENTS, LLC
a limited liability company

BY: _____

ATTEST:

ITS: _____

SECOND PARTY

Preliminary Proposal

September 08, 2025

Submitted to:

City Of Florence Electricity Dept and Kenny Smith
714 E Alabama St
Florence, Al 35630

Home: 256-904-2785

Personal: ksmith@florenceal.org

Submitted by:

A & J Home Improvements, LLC
2822 2nd Street

Muscle Shoals, AL 35661

Business: 256-314-1884

Fax: 256-314-5099

Business: aandjhomeimprovements@yahoo.com

License Number: 26284

We are pleased to provide you with the following proposal for your remodeling needs.

Proposal -

This is a preliminary proposal and is calculated to the best of our ability. However, there may be additional charges incurred due to unforeseen issues.

GENERAL CONDITIONS

The contractor shall provide all necessary labor and materials and perform all work of every nature on the proposed remodeling in accordance with this contract, the specifications, and the accompanying drawings (as applicable). All work is to be executed in a workman like manner in accordance with the contract, plans, and specifications.

fascia break metal. Provide and install K style gutter and required 3" X 4" downspouts on left side of building. Debris cleanup and removal.

- Estimated cost: Replace additional damaged roof panels. Remove and replace ridge caps that are lifting.

EXTERIOR PAINTING

- No exterior painting is included in this proposal. Painting to be completed by other.

Sub-Total is \$28,678.00

Project Cost is \$28,678.00

PAYMENT SCHEDULE

Standard Payment Schedule

Pricing is based on the best value and reflects "all or none" acceptance. Selection of only certain components will result in cost re-evaluation based on those components only and may result in a price increase. A&J Home Improvements reserves the right to accept or decline awards on an "all or none" basis. PLEASE READ AND UNDERSTAND TERMS OF PAYMENT COMPLETELY: DUE TO CURRENT DEMAND, TO BE PLACED ON OUR ACTIVE JOB LIST FOR SCHEDULING, WE REQUIRE A SIGNED CONTRACT AND A DEPOSIT OF 5% OF YOUR TOTAL CONTRACT. PAYMENT OF MATERIALS ARE DUE UPON DELIVERY TO JOB SITE. PERCENTAGE OF PAYMENT BASED ON PROGRESS IS DUE AT EACH WEEKS ENDING. YOU WILL RECEIVE AN INVOICE ON THURSDAY AND PAYMENT WILL BE DUE BY END OF BUSINESS THE FOLLOWING DAY. CONTRACT BALANCE IS DUE IMMEDIATELY UPON COMPLETION OF PROJECT. NOTE: SPECIAL ORDER MATERIALS ARE

The 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 in this contract.

Signature: _____ Date: _____

Signature: _____ Date: _____