

**RESOLUTION**

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

**SECTION 1.** That the contract with Layne-Central Company, Inc., situated at Pensacola, Florida, to provide labor, equipment, materials and incidentals necessary to make repairs to an existing water supply pump at the Cypress Creek Water Treatment Plant, Florence, Alabama, in the amount of \$28,080.00 plus freight, 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 Layne-Central Company, Inc., to be duly licensed by the City of Florence and is qualified, responsible, and competent to perform said work.

**SECTION 3.** That the contract for such work be awarded to Layne-Central Company, 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY COUNCIL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

STATE OF ALABAMA        )  
                                  )  
COUNTY OF LAUDERDALE )

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 Layne-Central Company, 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 all incidentals necessary to make repairs to an existing water supply pump (Layne & Bowler Model No. 18RKMC-4 stage pump bowl, S/N 79122) at the Cypress Creek Water Treatment Plant, Florence, Alabama, to include sandblast and paint one 2 7/16" x 8" stuffing box; replace stuffing box bronze bearing and replace the packing; one 14" x 29 1/8" flange/flange top column pipe requires replacement, sandblast and coat new pipe; replace one 2 11/16" I.D. Rubber bearing; replace one 2 7/16" top line shaft; replace one 2 7/16" shaft coupling, SST and one shaft sleeve; sandblast and inspect pump bowl, casting has deterioration on O.D.; sandblast and inspect two bronze impellers; repair two bronze impeller at Layne's Lakeland machine shop; balance all four bronze impellers; machine four bronze oversize wear rings; replace all bronze bearings, SST bowl shaft and SST bowl keys; replace all pump bowl nuts and bolts 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 amount of \$28,080.00 (twenty eight thousand eighty dollars) plus freight 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, 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. 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 amount of \$28,080.00 (twenty eight thousand eighty dollars) plus freight 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.

#### 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; \$1,000,000.00 completed operations. Employers liability \$500,000.00 each accident; disease - each employee \$500,000.00. 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.

#### 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 \_\_\_\_\_, 2009.

CITY OF FLORENCE, ALABAMA  
a municipal corporation

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

ATTEST:

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

**FIRST PARTY**

LAYNE-CENTRAL COMPANY, INC.

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

ATTEST:

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

\_\_\_\_\_

**SECOND PARTY**

E-Mail-[mhipps@florenceutilities.com](mailto:mhipps@florenceutilities.com)  
E-Mail-[pdickerscheid@bellsouth.net](mailto:pdickerscheid@bellsouth.net)

July 16, 2009

Mr. Paul Dickerscheid  
City of Florence  
P.O. Box 1023  
Florence, AL 35631

Re: Pump S/N 79122  
Layne Quote No. 237-0709-06  
Layne Job No. 78-7211

Dear Mr. Dickerscheid,

We have completed the inspection on the Layne & Bowler Model No. 18RKMC-4 stage pump bowl, S/N 79122 and are please to submit the following report on our findings and cost of repair for your consideration.

**Report: Required labor and materials to make necessary repairs to the above pump bowl and column.**

- 1- 2-7/16" x 8" stuffing box- sandblast & paint
- Replace stuffing box bronze bearing & replace the packing.
- 1- 14" x 29-1/8" flange/flange top column pipe requires replacement and sandblast & coat new pipe.
- 1- 2-11/16" I.D. Rubber bearing- replace
- 1- 2-7/16" top line shaft, 416 SST- replace
- 1- 2-7/16" shaft couplings, SST & 1 shaft sleeve, SST- replace.
- Sandblast & inspect pump bowl, casting has deterioration on O.D. ( reusable)
- Sandblast & inspect (2) bronze impellers.
- Repair (2) bronze impeller- @ Layne's Lakeland machine shop.
- Balance all (4) bronze impellers.
- Machine (4) bronze oversize wear rings.
- Replace all bronze bowl bearings, SST bowl shaft & SST bowl keys.
- Replace all pump bowl nuts & bolts.

**LUMP SUM PRICE: \$ 28,080.00 FOR THE ABOVE PARTS AND MATERIALS INCLUDING SHOP LABOR, FABRICATION, MACHINE SHOP AND TAXES. FREIGHT IS NOT INCLUDED AND WILL BE ADDED TO THE INVOICE.**

If you have any questions, please call me toll free @ (800) 356-3824 or on my cell @ (850) 572-6042.

Sincerely,

Bill Van Pelt  
Sales Representative

