



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 Water Street Communications, 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 provide maintenance services on an as needed basis as stated in the attached proposal, for the City of Florence Parks and Recreation Department facilities, 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 this work. This is based on the Schedule of Labor Rates to include materials, a copy of which is attached hereunto and made 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.

The term of this contract is one (1) year. The party of the second part cannot be paid more than a combined total of the applicable state or public works bid law limit during the term of this contract. Said contract is for maintenance only and does not apply to new services.

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 unit price agreement at the labor rates submitted by the second party in their schedule of labor rates to include materials, which is attached hereunto and made a part of this contract. This contract is for furnishing of such service for one (1) year, commencing the date of this contract.

**V**

This contract shall be for a one (1) year period and may be renewed annually two (2) times by mutual consent as long as the combined total does not exceed the current State or Public Works Bid Laws limits. Under no circumstances shall this contract extend beyond a three (3) year period as prescribed by Law. The City retains the right to cancel without cause upon thirty (30) calendar days' written notice any and/or all terms and conditions as agreed upon within the aforementioned scope of services.

**VI**

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.

**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 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 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.

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 \_\_\_\_\_, 2024.

**CITY OF FLORENCE, ALABAMA**  
a municipal corporation

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

ATTEST:

\_\_\_\_\_

**FIRST PARTY**

**WATER STREET COMMUNICATIONS, LLC**  
a limited liability company

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

ATTEST:

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

\_\_\_\_\_

**SECOND PARTY**



## **Water Street Communications**

---

**Shawn McDowell**

Water Street Communications, LLC  
210 S. Water St  
Tuscumbia, AL 35674

Dear Mr. Whitten,

This letter serves as confirmation of Water Street Communications, LLC's hourly rates for our services:

- **General Communications Services:** \$90 per hour plus materials
- **Fiber Optic Services:** \$110 per hour plus materials

These rates are applicable to all projects and services provided by Water Street Communications, LLC, unless otherwise specified in a written agreement.

Please do not hesitate to contact us if you have any questions or require further information.

Sincerely,

Shawn McDowell

Water Street Communications, LLC  
256-978-5604  
sales@waterstcommunications.com

**Water Street Communications, LLC**

Phone: 256 978 5604

E-mail: Shawn@waterstcommunications.com

Water Street Communications, LLC

## CAPABILITY STATEMENT



**Water Street  
Communications**

210 South Water St. Tuscumbia, AL 35674

256-978-5604 Phone

256-819-1400 Huntsville

256-320-5366 Fax

[waterstcommunications.com](http://waterstcommunications.com)

**DUNS:** 080614867

**CAGE:** 8F2K5

**NAICS CODES:** 541512, 517810, 517911, 517919,  
516210, 561621, 238210, 238990, 811213

## CORE COMPETENCIES

*Water Street Communications is a Veteran owned business dedicated to providing high quality, reasonably priced, installation, and maintenance services for the Telecommunications, IT and Video Surveillance Industry.*

- Competent installing, terminating, and testing cable and fiber optics in various environments.
- Proficient in designing and implementing firewalls, switches and access point solutions.
- Telecommunications, PBX, VoIP, and voicemail systems
- Video Surveillance and Access control install, troubleshoot and maintenance.
- Conversant installing, troubleshooting and repair of large-scale public-address systems.
- SureCall level 2 certified installer for cellular phone boosters
- Knowledgeable in HIPPA and PCI compliance
- Expert in testing, troubleshooting, and maintaining IT networks

### DIFFERENTIATORS

- Attention to detail
- Customized solutions based on customers' needs
- Completion of jobs within a timely manner
- Excellent response time
- Workspace cleanliness
- Reasonable price range

### PAST PERFORMANCE

- Lockheed Martin
- Century Link
- Comcast
- Wal-Mart
- Sams Club
- AT&T
- Dollar General
- Social Security Administration
- Doctor's offices
- Pharmacies
- Retail Stores

### About Us

**Water Street Communications, LLC** is a leading telecom/IT/CCTV infrastructure construction, installation, maintenance, and support services provider. Established in 2013, Water Street Communications team has been on the cutting edge of infrastructure installation for more than 20 years of experience. Our work ethic, attention to detail and listening to the customer enables us to troubleshoot with accuracy and delivering quality service on time and within budget. We pride ourselves on our ability to provide on time quality installations.

#### **Water Street Certifications:**

Alabama Electronic Security Board of Licensure for CCTV and Access control (AESBL# 001906), Digital Signage Certified Expert (DSCE), NFPA certification (2018 NFPA 99), Fiber Optic overview and Termination course, Aerial Boom and Scissor Lift certification

**Contact:** Shawn McDowell (256) 978-5604 [sales@waterstcommunications.com](mailto:sales@waterstcommunications.com)