

**RESOLUTION**

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

**SECTION 1.** That the contract with Tanner II Enterprises, LLC d/b/a The Ground Guys of Northwest Alabama, situated at Muscle Shoals, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary to repair chimneys, install walkways and a retaining wall as stated in the attached proposal dated March 19, 2024, at Pope’s Tavern Museum, Florence, Alabama, in the total contract amount of \$40,053.79, 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 Tanner II Enterprises, LLC d/b/a The Ground Guys of Northwest Alabama, 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 Tanner II Enterprises, LLC d/b/a The Ground Guys of Northwest Alabama, 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 \_\_\_\_\_, 2024.

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

CITY COUNCIL

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CITY CLERK-TREASURER

STATE OF ALABAMA        }  
                                  }  
COUNTY OF LAUDERDALE }

**C O N T R A C T**

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 Tanner II Enterprises, LLC, a limited liability partnership, d/b/a The Ground Guys of Northwest Alabama, party of the second part.

**W I T N E S S E T H:**

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 to provide labor, equipment, materials, and incidentals necessary to repair five brick chimneys, install walkways and create a retaining wall as stated in the attached proposal dated March 19, 2024, at Pope’s Tavern Museum, 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 of \$40,053.79 (forty thousand, fifty-three dollars, seventy-nine cents), 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, 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 of \$40,053.79 (forty thousand, fifty-three dollars, seventy-nine cents), 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; 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 sixty (60) work 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 work 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 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.

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**

**TANNER II ENTERPRISES, LLC d/b/a THE  
GROUND GUYS OF NORTHWEST ALABAMA**  
a limited liability partnership

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

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

**ATTEST:**

\_\_\_\_\_

**SECOND PARTY**



# 2025 Popes Tavern - Landscape Install

**BRIAN MURPHY**  
**217 EAST TUSCALOOSA STREET**  
**FLORENCE, ALABAMA 35630**

**2025 Popes Tavern - Landscape Install**  
203 Hermitage Drive Florence, Alabama 35630

**Est ID:** EST4461237

**Date:** Mar-19-2024

---

**Chimney Repair** **\$10,150.00**

To fix all of the 5 chimneys. Clean and re-mortar. Painted

---

**Walkway** **\$14,245.29**

Project Area: Around Property

Products:

- Top Soil
- #57 Stone
- Block Material
- Oyster Shell
- Fabric
- Down Spout Adapter w/ Corrugated Pipe (Run Downspout out of patio area outside Cotton Exhibit)

We are going to be following the plans which were laid out for this project. Some areas we are going to need to raise with dirt and will either use what we have or bring in some dirt to help us make the area be worked easier. We look to excavate 4in out. In the bottom we look to put out fabric to help keep the aggregate. We will be using a plate compactor to run over the area to compact it. We will then be putting #57 rock in the excavated area and will compact this one as well. Our filler will be block material which is a fine dust which will make almost a cement walkway once it has been rained on. We will then scatter the top with oyster shell. the outside of the walkway will not have a boarder so its edge will be the excavated area. The only spot which will not have a walkway is from the porch to parking lot. This area will be redone at a later time. We may have to put some rocks on the outside of the future pergola area to keep the material from washing.

40x16 Pergola Pad Area, 43x14 Outside of Cotton Museum, 64x6 walkway to front walkway, 75x6 walkway leading to back patio

Area: Pergola Area

Products Used

- Block Material
- Tremron Munich Full Wall Block Cream/Beige 12 in. x 8 in. x 4 in.
- #57 Gravel
- Fabric
- Socked Perforated Pipe

We will have to excavate into the hillside where the pergola is supposed to go. It will be installed like a normal retaining wall with a block material compacted base. Drainage on the backside of the wall filled with #57, fabric, and socked perforated pipe.

**GROUNDS MAINTENANCE TERMS + CONDITIONS**

1. Work done by the The Grounds Guys of Florence, herein referred to as "The Contractor", will conform to local codes and applicable government regulations.
2. the Contractor employees have been trained to work safely and are aware of local labor regulations.
3. the Contractor is insured for public liability and property damage in the amount of 2 million dollars.
4. Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc., for its failure to do so.
5. The Client will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
  1. in any and all cases in which the Contractor is restricted by the Owner from determining necessary services at its discretion.
  2. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor.
  3. in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties
6. Any property including fences, light posts, patios etc., damaged by the Contractor will be restored to its original condition at our expense. (prior worn spots will be discussed)
7. All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of this contract.
8. It is understood and agreed upon that either party may terminate this contract, without cause, upon delivery of Thirty (30) days written notice of termination to the other party. (Restocking Fees will apply)
9. Animals are not our responsibility. We will give notice as to the day of work please make arrangements.

**Procedure for Extra Work and Changes**

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or



specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

**Payment Terms and Conditions**

**We now require either a Credit Card or an ACH account on file.**

- If paying with a credit card, a 4% service fee will be added.

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

- Landscape Installs require 60% of the invoice total to be due upon acceptance of the job and 20% Day 1 on site and final 20% is due immediately upon completion.
- Should the Client fail to make payments as they become due under 15 days after invoice the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per month on such unpaid amounts and any attorney fees/collections fees associated with collection.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc. and time and material rate will be charged to bring upkeep back to original agreement.

**Contractor:** Beau Tanner  
The Grounds Guys of Northwest  
Alabama

**Client:** \_\_\_\_\_

**Signature Date:** 11/08/2024

**Signature Date:** \_\_\_\_\_

**Email:** beau.tanner@groundsguys.com

GroundsGuys® is part of Neighborly, your source for local home service professionals.



**Services in your area:**

Visit [Neighborly.com](https://www.neighborly.com) or call 833-461-1306 today.

- Appliance Repair
- Glass Repair and Installation
- Landscaping and Lawn Care
- Windows and Doors
- Auto Glass Repair and Replacement
- Handyman Services
- Mosquito and Pest Control
- Dryer Vent Cleaning Services
- Heating and AC
- Plumbing and Drain
- Electrical
- Holiday Lighting
- Property Management
- Fire and Water Damage
- Landscaping & Lawn Care
- Window Cleaning

Services performed by independently owned and operated franchises. Services vary by location. For available service providers in your area, visit [Neighborly.com](https://www.neighborly.com) ©2021 Neighborly Franchising LLC