

SPONSORS: Murphy, Arts & Museums Department

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, to provide labor, equipment, materials and incidentals necessary to provide lawn maintenance as stated in the attached proposal, at the Southhall and Kennedy – Douglas Center for the Arts, Pope’s Tavern Museum, Florence Indian Mound & Museum, Karsner House and Rosenbaum House Museum, Florence, Alabama, at a rate of \$2,083.33 per month in the total contract amount not to exceed \$25,000.00 per year 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, to be qualified, responsible, and competent to perform said services.

SECTION 3. That the agreement for such services 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 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 }

CONTRACT

THIS CONTRACT is made and entered into in duplicate, by and between the City of Florence, Alabama, a municipal corporation, party of the first part, and with Tanner II Enterprises, LLC, a limited liability partnership, d/b/a The Ground Guys of Northwest Alabama, party of the second part.

WITNESSETH:

That for and in consideration of the mutual agreement of the parties, they do consent a follows, to-wit:

I

First party has heretofore accepted the proposal from the second to provide labor, equipment, materials and incidentals necessary to provide lawn maintenance as stated in the attached proposal, at the Southhall and Kennedy – Douglas Center for the Arts, Pope’s Tavern Museum, Florence Indian Mound & Museum, Karsner House and Rosenbaum House Museum, 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 at a rate of \$2,083.33 (two thousand eighty-three dollars and thirty-three cents) per month in the total contract amount not to exceed \$25,000.00 (twenty-five thousand dollars) per year 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.

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

The unit price agreed upon for items on which second party will work are the unit prices submitted by the second party in their proposal at a rate of \$2,083.33 (two thousand eighty-three dollars and thirty-three cents) per month in the total contract amount not to exceed \$25,000.00 (twenty-five thousand dollars) per year per month for lawn services, and are the prices submitted by the second party in their proposal, which is attached hereunto and made a part of this contract. The unit prices shall be full compensation for all work required to satisfactorily complete the items of work involved. 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

This contract shall be for a one (1) year period and shall be renewed annually two (2) times by mutual consent. 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.

The second party must maintain adequate insurance as follows: workmen's compensation meeting the Alabama statutory limits, and general liability insurance in the amounts of \$500,000.00 per occurrence; \$1,000,000.00 general liability aggregate. The City of Florence shall be named as additional insured.

VI

The second party shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or of his right, title, or interest therein, without written consent of the first party. No subcontracts, or transfer of contract, shall relieve the second party of his responsibility under the contract, as required by Alabama Law.

After obtaining approval, and before a subcontractor does any work, the second party shall furnish to the first party a facsimile of the executed subcontract. All provisions of this contract shall be included in any subcontract.

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 not knowingly violate 8 U.S.C. &1324a (employ an unauthorized alien) as a condition of receiving a contract. The second party agrees to enroll in a designated employment eligibility verification system through the term of the contract. E-Verify is a free Internet based system that is operated or authorized by the United States Department of Homeland Security that allows employers to electronically confirm the legal working status of newly-hired employees. E-Verify shall be the designated employment eligibility verification system for the first party. As a contractor participant in E-Verify, the second party shall be required to use E-Verify for all new employees who will be working directly on this contract.

If the second party uses one or more subcontractors in connection with the performance of this contract, the second party shall include in all subcontracts the requirement for compliance by the subcontractor with these provisions.

By entering into this contract, the second party affirms that for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

VIII

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.

IX

Second party agrees to indemnify and save harmless first party and its officers, directors, employees and affiliates from and against any and all liabilities, losses, penalties, fines, claims, cost and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of any claim, loss, action or cause of action for damages, both property and personal, including death, which may arise or is any way connected to the performance of this contract, whether caused by second party or anyone directly or indirectly employed by or affiliated with second party.

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 _____, 2024.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____
Mayor

ATTEST:

CITY CLERK

"FIRST PARTY"

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

BY: _____

ATTEST:

ITS: _____

"SECOND PARTY"



2025 Florence Maintenance

BRIAN MURPHY
217 EAST TUSCALOOSA STREET
FLORENCE, ALABAMA 35630

2025 Florence Maintenance
217 East Tuscaloosa Street Florence, Alabama 35630

Est ID: EST2806528

Date: Nov-08-2024

CONTRACT SERVICES	Billing Type	Season Price
Mowing, Trimming, Blowing, & Sidewalk Edging	Per Season	\$25,000.00

Karsner House

Rosenbaum

Southhall & Kennedy Douglass

Popes Tavern

Indian Mound

Maintenance for all the following properties. Does not include shrub trimming or bed maintenance. A few properties will have fertilization and weed control. All will have regular maintenance except Indian Mound being bi-weekly and top/sides 4 times a year. Fall and Spring Services (Leaves and the such)

Total (All Contract Services) \$25,000.00

The total price of all seasonal services is \$25,000.00 collected in 12 payments of \$2,083.33 per payment .

The Grounds Guys of Northwest Alabama
320 South Holston Road
Muscle Shoals, Alabama
35661

P.(256) 712-4915

www.groundsguys.com/northwest-alabama
beau.tanner@groundsguys.com

GROUNDS MAINTENANCE TERMS + CONDITIONS

1. Work done by the The Grounds Guys of Northwest Alabama, 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 Sixty (60) days written notice of termination to the other party.
9. Animals are not our responsibility and if animals are in areas of treatment we will skip. We will give notice as to the day of service 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 require either a Credit Card or an ACH account on file.

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.

- Payment is to be received on the 1st of each month for the service month.
- If paying with a credit card, a 4% service fee may be added.
- Services will be discontinued after 15 days from the first of the month if payment has not been received. (Excludes written agreement with commercial accounts)
- Should the Client fail to make payments as they become due under 16 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 until fulfilled plus 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.

Estimate authorized by: Beau Tanner **Estimate approved by:** _____
 The Grounds Guys of Northwest Alabama
Signature Date: 11/08/2024 **Signature Date:** _____
Email: beau.tanner@groundsguys.com

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