

**RESOLUTION**

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

**SECTION 1. That the contract with Coldwater Landscapes, LLC, situated at Muscle Shoals, Alabama, a copy of which is attached hereto, to provide labor, equipment, materials, and incidentals necessary for an irrigation assessment as stated in the attached proposal dated December 11, 2024, at River Heritage Park, Florence, Alabama, in the total contract amount of \$8,835.68, 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 Coldwater Landscapes, 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 Coldwater Landscapes, 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.**

\_\_\_\_\_  
**MAYOR**

**ADOPTED & APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

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

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 Coldwater Landscapes, 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 to provide labor, equipment, materials, and incidentals necessary for an irrigation assessment as stated in the attached proposal dated December 11, 2024, at River Heritage Park, 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 \$8,835.68 (eight thousand eight hundred thirty-five dollars and sixty-eight 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 \$8,835.68 (eight thousand eight hundred thirty-five dollars and sixty-eight 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 thirty (30) 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 \_\_\_\_\_, 2025.

CITY OF FLORENCE, ALABAMA  
a municipal corporation

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

ATTEST:

Mayor

\_\_\_\_\_

FIRST PARTY

COLDWATER LANDSCAPES, LLC  
a limited liability company

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

ATTEST:

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

\_\_\_\_\_

SECOND PARTY





**Coldwater Landscapes LLC**  
 101 Ford Street  
 Muscle Shoals, AL 35661  
 office@coldwaterlandscapes.com

**Proposal #58230**  
 Created: 12/11/2024  
 From: Andrew J Gautney

**Proposal For**

**City of Florence Alabama**

City of Florence  
 110 W. College St.  
 Florence, AL 35630

**Location**

10 Hightower Place  
 Florence, AL 35630

**Customer Contact**

main: 256.760.6350  
 season@florenceal.org

City of Florence (Marrott)

**Terms**

Due on receipt

ITEM DESCRIPTION	QUANTITY	AMOUNT
<p><b>Irrigation Assessment</b>            Provided irrigation technician to assess irrigation system at the Florence River Heritage irrigation system.            Upon inspection the following issues were found.</p> <p>Zone 1-10: OK</p> <p>Zone 11: OK</p> <p>Zone 12: OK</p> <p>Zone 13: Needs (1) Hunter I-25 head to be replaced.</p> <p>Zones 14-19: Did not come on. Will need wire tracing to assess further.</p> <p>Zone 20: Needs (2) Hunter I-25 heads to be replaced.</p> <p>Zones 21-23: Did not come on. Will need wire tracing to assess further.</p> <p>Zone 24: Needs (2) Hunter I-25 heads to be replaced.</p> <p>Zone 25: Needs (1) 1812 popup head and nozzle to be replaced.</p> <p>Zone 26: OK</p> <p>Zone 27: Needs (3) 5000+ Rotor heads to be replaced.</p> <p>Zone 28: Needs (6) 5000+ Rotor heads to be replaced.</p> <p>Zones 29-31: Did not come on. Will need wire tracing to assess further.</p> <p>Zone 32: Need (2) 1812 popups with nozzles replaced.</p>	1	\$ 8,835.68





Zone 33: Needs (3) 3500 Rotor heads to be replaced.

Zone 34: Did not come on. Will need wire tracing to assess further.

Zone 35: OK

Zones 36-37: Did not come on. Will need wire tracing to assess further.

Zone 38: OK

Zone 39: Needs (2) 3500 Rotor heads to be replaced.

Zone 40: Needs (1) Hunter I-25 heads to be replaced.

Zone 41: Did not come on. Will need wire tracing to assess further.

Zones 42-43: Did not come on. Will need wire tracing to assess further.

An allowance has been made to correct the following list of issues above.  
 If any additional materials or labor is required, the park and rec will be notified before work continues.

Labor Standard Rate-Landscaping	Assessment Labor	<b>8 MH</b>
Falcon IR Heads	Falcon IR Heads	<b>6 QTY</b>
Labor Standard Rate-Landscaping	Standard Rate	<b>68 MH</b>
1812 Pop Up Head	1812 Pop Up Head	<b>3 QTY</b>
12 Van Nozzles	12 Van Nozzles	<b>3 QTY</b>
Swing Joint	Swing Joint	<b>6 QTY</b>
Rainbird 5000 Rotor Head	Rainbird 5000 Rotor Head	<b>9 QTY</b>
3504 Rainbird Head	3504 Rainbird Head	<b>5 QTY</b>
Irrigation Valve	Standard Irrigation Valve.	<b>8 QTY</b>

**Client Notes**

Total prices for each component are in bold on the right side of the page, with the breakdown of costs associated with that component listed with its description beneath each total. Other items are quoted as allowances that are our best estimate at this time, but could change as the project evolves (plant material selection changes or more sod is desired, for example). Please contact us with any questions or if clarification is needed on any of these components.







**Coldwater Landscapes LLC**

101 Ford Street

Muscle Shoals, AL 35661

office@coldwaterlandscapes.com

**Proposal #58230**

Created: 12/11/2024

From: Andrew J Gautney

All Equipment and labor will be provided by Coldwater Landscapes, LLC

**Time period for proposal: 30 Days**

*All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.*

<b>TOTAL</b>	<b>\$ 8,835.68</b>
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Signature

x

Date:

Please sign here to accept the terms and conditions

