

were received.

SECTION 2. That the Council has investigated and ascertained and hereby finds Clemmons & Mason Holdings, LLC, to be qualified, responsible, and competent to perform said services.

SECTION 3. That the agreement for such services be awarded to Clemmons & Mason Holdings, LLC, 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 _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2025.

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, in pursuance of law, issued Invitation-To-Bid No. ELEC-00617, dated December 12, 2024, and the second party was the lowest responsible bidder and has been awarded the contract to perform stump grinding services for the Florence Utilities Electricity Department, Florence, Alabama.

This is a per unit price agreement in the unit prices submitted by the second party in their bid proposal, which is attached hereunto and made a part of this contract. The per 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.

II

First party employs second party to supply the labor, materials, and incidentals necessary to perform the work in accordance with the plans, specification and bidding documents included in Invitation-To-Bid No. ELEC-00617, for stump grinding services for the Florence Utilities Electricity Department, Florence, Alabama, and in accordance with the requirements of the City of Florence.

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 second party must maintain adequate insurance as follows:

items may be performed by subcontract and the cost of any such specialty items performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by second party with his organization. No subcontracts, or transfer of contract, shall relieve the second party of his responsibility under the contract and bonds, 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 (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 acknowledged before a notary public that the subcontractor does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

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.

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 _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____
MAYOR

ATTEST:

CITY CLERK

“FIRST PARTY”

CLEMMONS & MASON HOLDINGS, LLC
a limited liability company

BY: _____

ATTEST:

CITY OF FLORENCE PURCHASING DEPARTMENT

0617

BIDDER:

Clemmons & Mason

1:30pm CST

Received: 12/31/2024 11:26am

Received:

ITEM

		Received:		Received:	
	UNIT PRICE EACH		UNIT PRICE EACH		
\$	8.00				
	20.00				
	30.00				
	34.00				
	45.00				
	50.00				
	56.00				
	75.00				
	90.00				
	100.00				
	20.00				
	<input checked="" type="radio"/> YES			YES	NO

on Envelope

Leigh Anne Kidd
 Leigh Anne Kidd,
 City of Florence, PA

<u>STUMP SIZE</u>	<u>UNIT PRICE EACH</u>	<u>STUMP SIZE</u>	<u>UNIT PRICE EACH</u>
0" to <6"	\$ <u>8.00</u>	32" to <38"	\$ <u>50.00</u>
6" to <12"	\$ <u>20.00</u>	38" to <42"	\$ <u>56.00</u>
12" to <18"	\$ <u>30.00</u>	42" to <48"	\$ <u>75.00</u>
18" to <24"	\$ <u>34.00</u>	48" to <54"	\$ <u>90.00</u>
24" to <32"	\$ <u>45.00</u>	54"+	\$ <u>100.00</u>

Excessive Roots Adder (size above plus this amount per foot
of roots running above ground radially from the stump)

\$ 20.00

SIGNATURE OF AUTHORIZED PERSONNEL:

Markus T. Clemmons

PRINT NAME: Markus T. Clemmons

DATE SIGNED: 12-31-24

COMPANY NAME: Clemmons & Mason Holdings LLC

ADDRESS: 300 Cord 316

CITY: Florence STATE: AL ZIP: 35634

TELEPHONE NUMBER: 256-443-3943