

RESOLUTION

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

SECTION 1. That the contract with Lewis Tree Service, Inc., situated at West Henrietta, New York, to provide labor, equipment, materials and incidentals necessary for the electric line clearance for the Florence Utilities Electricity Department, Florence, Alabama, in the total contract amount of \$117,230.45 for Project 22 and \$42,714.91 for Project 23, and in accordance with the terms and conditions of Invitation-To-Bid No. E-R00658, and the same is hereby approved, ratified, and confirmed. Five other bids were received: Kendall Vegetation Services in the amount of \$236,067.47 for Project 22 and \$124,981.35 for Project 23; Wolf Tree, Inc. in the amount of \$168,130.84 for Project 22 and \$117,291.08 for Project 23; Asplundh Tree Expert, LLC in the amount of \$128,181.00 for Project 22 and \$77,128.00 for Project 23; Xylem, LLC. in the amount of \$115,461.00 for Project 23; and Tree Pro, Inc. in the amount of \$135,200.00 for Project 22 and \$65,321.00 for Project 23. Lewis Tree Service, Inc. was the low bidder. The Kendall Vegetation Services and Xylem, LLC bids were deemed noncompliant.

SECTION 2. That the Council has investigated and ascertained and hereby finds Lewis Tree Service, Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the agreement for such services be awarded to Lewis Tree Service, Inc., 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.

CITY CLERK-TREASURER

STATE OF ALABAMA X
 X
COUNTY OF LAUDERDALE X

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 Lewis Tree Service, Inc., a corporation, 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, in pursuance of law, issued Invitation-To-Bid No. E-R00658, and the second party was the lowest responsible bidder and has been awarded the contract for electric line clearance for the Florence Utilities Electricity Department, Florence, Alabama.

This is a per circuit price agreement in the total contract amount of \$117,230.45 (one hundred seventeen thousand two hundred thirty dollars and forty-five cents) for Project 22 and \$42,714.91 (forty-two thousand seven hundred fourteen dollars and ninety-one cents) for Project 23 and are the prices submitted by the second party in their proposal, which is attached hereunto and made a part of this contract. Hourly pricing for tree removal and clean-up will be included in the contract, as will hourly pricing for supplemental time, materials, and crews for storm response. The per circuit price 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. E-R00658, for electric line clearance 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: 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; \$1,000,000.00 completed operations; \$1,000,000.00 personal & Adv. Injury; \$50,000.00 fire damage (any one fire), and \$5,000.00 medical expense (any one person). The City of Florence shall be named as additional insured.

V

The project shall be completed within one (1) calendar year from the date of the notice to proceed.

Contract time shall be extended for reasons not under the control of the second party. This shall include but not be limited to, acts of God such as earthquakes, etc., and conditions not under the direct control of the second party such as, but not limited to, delays in delivery caused by strikes, wars, etc., labor strikes, inability to access constructions areas, emergency situations, etc.

Failure to complete the work within the contract time will result in the assessment of liquidated damages in the amount of \$500.00 (five hundred dollars) per day of delay until the work is completed.

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. If such consent is given, the second party will be permitted to sublet a portion of the work, but shall perform with his own organization work amounting to not less than fifty percent (50%) of the total contact cost. Any items designated in the contract as "specialty 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.

Immediately after being notified that all other requirements of this contract have been completed, the second party shall give notice of said completion by an advertisement one (1) time per week for a period of four (4) successive weeks in some newspaper of general circulation within the City of Florence. Proof of publication of said notice shall be furnished to the first party by affidavit of the publisher and a printed copy of the published notice. Second party shall state under oath that all invoices for materials and supplies have been paid in full.

IX

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.

X

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 _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

ATTEST: BY: _____
MAYOR

CITY CLERK-TREASURER
"FIRST PARTY"

LEWIS TREE SERVICE, INC.
a corporation

ATTEST: BY: _____

ITS: _____

"SECOND PARTY"

CITY OF FLORENCE PURCHASING DEPARTMENT

INVITATION-TO-BID NUMBER E-R00658

BIDDER:

opening: Tuesday, April 1, 2025, 1:30pm

CITY OF FLORENCE ELECTRICITY DEPARTMENT

	KENDALL VEGETATION*	WOLF TREE	ASPLUNDH	XYLEM*	TREE PRO, INC.	LEWIS TREE SERVICE,
	Received: 3/31/25 8:57am	Received: 3/31/25 11:18am	Received: 4/1/25 11:04am	Received: 4/1/25 11:34am	Received: 4/1/2025 11:40am	Received: 4/1/25 1:16pm
PROJECT NUMBER-LINE CLEARANCE	Bid Price Removing All Overhand to Sky	Bid Price Removing All Overhand to Sky	Bid Price Removing All Overhand to Sky	Bid Price Removing All Overhand to Sky	Bid Price Removing All Overhand to Sky	Bid Price Removing All Overhand to Sky
10 - 247.49 Miles of Primary Line	\$ 1,252,333.25	\$ 1,363,185.25	\$ 1,172,698.00	\$ NO BID	\$ 829,091.50	\$ NO BID
11 - 110.99 Miles of Primary Line	508,562.22	796,435.03	507,790.00	NO BID	388,465.00	NO BID
2 - 16.90 Miles of Primary Line	236,067.47	168,130.84	128,181.00	NO BID	135,200.00	117,230.45
3 - 7.87 Miles of Primary Line	124,981.35	117,291.08	77,128.00	115,461.00	65,321.09	42,714.91
4 - 16.79 Miles of Primary Line	163,726.70	182,516.36	178,876.00	260,819.00	99,061.00	103,961.70
5 - 25.05 Miles of Primary Line	394,810.89	396,337.59	530,674.00	636,589.00	241,732.50	246,999.16
TOTAL MILES - 425.09		\$ 3,023,896.16	\$ 6,105.41		\$ 4,137.64	
AVERAGE PRICE PER MILE		\$ 7,113.54				
REF REMOVAL	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Tree Removal and Clean-Up All						
12" to <24" DBH	\$ 1,045.34	\$ 905.91	\$ 1,250.00	\$ 504.90	\$ 1,650.00	\$ 1,989.00
24" to <36" DBH	3,079.62	1,841.78	2,650.00	1,413.72	3,050.00	2,665.00
36"+ DBH	T&M	3,949.21	T&M	T&M	T&M	T&M
Tree Removal and Clean-Up Brush, Leave Logs						
12" to <24" DBH	407.60	506.08	1,150.00	420.75	1,425.00	1,175.00
24" to <36" DBH	1,187.27	1,214.46	2,350.00	1,178.10	2,700.00	1,998.00
36"+ DBH	T&M	2,345.14	T&M	T&M	T&M	T&M
Tree Removal and Clean-Up Brush, Leave Logs 18" x 24"						
12" to <24" DBH	407.60	749.25	1,395.00	382.50	1,250.00	1,457.00
24" to <36" DBH	1,187.27	1,379.29	2,950.00	1,071.00	2,398.00	2,173.00
36"+ DBH	T&M	2,520.19	T&M	T&M	T&M	T&M
Tree Removal and Leave All Debris						
12" to <24" DBH	684.52	258.33	995.00	318.75	875.00	755.00
24" to <36" DBH	1,838.86	897.73	2,100.00	892.50	1,650.00	1,612.00
36"+ DBH	T&M	2,247.74	T&M	T&M	T&M	T&M

SEE VENDOR RESPONSE FOR ADDITIONAL DETAILS OR EXPLANATIONS

Envelope sealed and properly labeled?	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Bid Bondor Check Included?	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO
State Contractor's License Number on Envelope?	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO	<input checked="" type="radio"/> YES	<input type="radio"/> NO

Leigh Anne Kidd
Leigh Anne Kidd, City of Florence Purchasing Agent

Date
04/01/25

ADDENDUM MILEAGE IS NOT CORRECTED ON BID