



This agreement is made and entered into by and between **City of Madison, Alabama**, with office located at 190 Graphics Drive (hereinafter referred to as “Customer”), and Tidewater Landscape Management, Inc., a Georgia company, with a registered address located at 1329 Heidt Ave. Garden City, Georgia 31408 (hereinafter referred to as “Contractor”).

Whereas, Contractor and Customer desire to enter into a relationship in which Contractor will provide grounds management services.

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties, do hereby agree as follows:

### **1. STATEMENT OF WORK**

Contractor shall perform services as set forth in the Statement of Work-attached hereto as Attachment A– issued against and subject to the terms and conditions of this Agreement.

Services requested to be performed outside of the Statement of Work will be submitted by the Contractor in the form of a Proposal. Services will commence upon receipt of the signed proposal.

### **2. TERM**

The term of this Agreement shall commence on **December 12, 2023** (Date), and shall continue thereafter until **April 22, 2025**, or terminated in writing by one of the parties as provided in Section 7 below.

### **3. INVOICING FORMAT AND PROCEDURES**

Contractor shall provide Customer with monthly invoicing as agreed to in the Statement of Work using the Contractor’s standard invoice format and billing procedure. Customization of invoicing outside of the standard format and procedure will incur a surcharge based on the time required to meet the needs of customization

and/or costs incurred by our software designers. Customer agrees that all requests may not be met given any limitations of the Contractor's billing system. Additionally, any request to utilize a customer's portal or vendor management system will require additional fees to the customer for time incurred for set-up, management and continued use of these systems along with reimbursement by the Customer for any annual dues or membership fees associated with these systems. A quote of additional fees will be provided to the customer in advance of any changes listed in this section for approval prior to continuing. In the event an agreement is not reached on the terms of this section, the Contractor will continue with the standard billing procedure.

#### **4. TERMS OF PAYMENT**

a. PRICE. Services will be performed on a firm fixed price basis or a time and materials basis, as indicated in the applicable Statement of Work. Any additional or unscheduled Services to be provided by Contractor outside of the Statement of Work must be mutually agreed upon in writing signed by both parties.

b. TAXES. All prices include applicable taxes.

c. PAYMENT SCHEDULE IN-CONTRACT SERVICES. Customer will receive invoices based upon the billing/payment schedule contained in Attachment B – Price and Payment Schedule. Invoices will contain a description of the Services agreed to and will be sent to the contact listed on the Customer Questionnaire. Invoices are due and payable within 30 days of Contractor's invoice date. Interest may be charged on all amounts unpaid after 45 days at the annual rate of 1-1/2 percent per month or the highest legal rate, whichever is lower. If any invoice is not paid when due, Contractor may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter.

d. PAYMENT SCHEDULE ADDITIONAL SERVICES. Customer at times may request additional services to be performed outside of contracted services. Invoices will contain a description of the services performed and will be sent to the contact listed on the Customer Questionnaire. Invoices are due and payable within 30 days of Contractor's invoice date. Interest may be charged on all amounts unpaid after 45 days at the annual rate of 1-1/2 percent per month or the highest legal rate, whichever is lower. If any invoice is not paid when due, Contractor may suspend provision of Services and/or Deliverables without liability or penalty until final resolution of the matter.

e. METHODS OF PAYMENT. Contractor accepts Cash, Checks, Money orders, Certified Checks or direct ACH as payment for services.

f. CUSTOMER PURCHASE ORDERS. It is the responsibility of the Customer to provide purchase orders to Contractor prior to monthly invoices being generated on the first. Failure of the Customer to provide purchase orders in a timely manner does not relieve Customer of responsibility for on-time payment.

## **5. LIMITATION OF LIABILITY**

The total liability of Contractor to Customer from any cause whatsoever, will be limited to the lesser of Customer's actual damages or the service price paid to Contractor for those services. In no event will either party be liable for SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including but not limited to loss of profits, revenues, data or power, damage to or loss of the use of products, damage to property, claims of third parties, including personal injury or death, suffered as a result of provision of Services or use of Deliverables.

Time for Claims. All claims against Contractor must be brought immediately upon damage occurrence by the Contractor. Claims for damages received 24 hours after occurrence will be denied. Please see Attachment C – Notifications for method of advising Contractor of Damages. Customer waives any statute of limitations which might apply by operation of law or otherwise. Contractor Certificate of Insurance is Attachment D.

## **6. FORCE MAJEURE**

Neither party shall be liable for failure to perform, nor be deemed to be in default, under this Agreement for any delay or failure in performance resulting from causes beyond its reasonable control, including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

## **7. TERMINATION**

Termination of Services. Either party reserves the right to terminate Services in whole or in part, upon 60 days written notice to the other party. In the event the Service is terminated by Customer, Contractor shall not undertake further work, incur additional expenses, or enter into further commitments with regard to the Services after receiving such notice of termination from Customer, except as mutually agreed upon by the parties. In the event of termination of Services as described above, Contractor shall be entitled to compensation as follows:

- a. All payments due and owing under this Agreement at the time of Contractor's receipt of the written notice of termination for work completed and in progress;
- b. Reimbursement for any non-cancelable services and commitments entered into by Contractor, in connection with the Services being terminated, provided Contractor provides Customer with documentation of completion of work or expenses incurred.

c. Customer will advise Contractor immediately of any change in ownership, responsibility or possession of any property included in this agreement. Failure to provide notice of changes affecting the continuation of services or payment of services by the responsible party in this agreement does not relieve Customer of responsibility for payment of continued services.

Failure by either party to comply in any material respect with any of its obligations in this Agreement shall entitle the other party to give notice to the party in default requiring it to cure such default. If such default is not cured within 30 days after receipt of such notice, the notifying party shall be entitled to terminate this Agreement by giving notice of such termination to take effect immediately. The right of either party to terminate this Service Contract, as herein provided, shall not be affected in any way by its waiver of, or failure to take action with respect to, any previous default.

## **8. DELAY OR SUSPENSION OF WORK**

If Customer's acts or failure to act causes Contractor to delay or suspend performance of Services, Contractor and Customer will mutually agree to one of the following remedies:

a. Contractor will use reasonable efforts to continue performance as practicable under the circumstances and Customer will continue to make all scheduled payments; or

b. Contractor will re-assign personnel to extend Contractor's work schedule without liability, and Customer will pay all additional costs, if any.

Notwithstanding the above, Contractor shall have the right to invoice Customer for any work performed to date of suspension.

## **9. SUBCONTRACTING**

Contractor may, at its option, subcontract work under a Statement of Work but Contractor's use of subcontractors shall not affect its responsibilities under the applicable Statement of Work. Moreover, Contractor shall be fully responsible for work done by its subcontractors within the scope of the applicable Statement of Work as it is for work done by its own employees. Contractor shall have written agreement(s) with its subcontractors that contain, at a minimum, clauses that are the same as or comparable to the sections of this Agreement regarding ownership rights and confidentiality of Customer's materials.

**10. GENERAL TERMS**

a. This Service Contract shall be deemed to have been made, executed and delivered in the State of Georgia and shall be construed in accordance with the laws of the State of Georgia.

b. NOTICES. Notices to be given by either party under this Agreement shall be sent by certified mail, express overnight delivery, or telecopy to the attention of the other party at the addresses of the parties as indicated in Attachment C – Notifications.

c. SEVERABILITY AND ASSIGNMENT. The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect in any way the remainder of the provisions herein. This Agreement may not be assigned by Customer without Contractor’s consent.

d. ENTIRE AGREEMENT. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between Contractor and Customer and supersedes all prior and contemporary agreements, oral or written.

e. COUNTERPARTS. The Parties hereto agree that facsimile signatures shall be as effective as if originals. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement.

In Witness Whereof, this Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

**Tidewater Landscape Management, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Customer**

\_\_\_\_\_  
Signature

12/ /2023  
Date

**Paul Finley**  
\_\_\_\_\_  
Name

**Mayor**  
\_\_\_\_\_  
Title

## **ATTACHMENT A**

### **STATEMENT OF WORK**

This "Statement of Work" is entered into by and between **the City of Madison, Alabama** and Tidewater Landscape Management, Inc. pursuant to the Service Contract entered into by the parties as of **April 22, 2022**(date) .

#### ***In-Contract Services***

**Grounds Maintenance - \$1,800.00 per year. (\$150.00 per month)**

38 Visits per Year including Mowing, Edging, String-Trimming and Blowing.

---

**Initial**

## PRICE AND PAYMENT SCHEDULE

In-Contract Services will be billed monthly at 1/12<sup>th</sup> the annual contract price as indicated in Attachment A Statement of Work. Statements are mailed monthly reflecting all outstanding invoices as of the date of the statement.

See the schedule below for specific billing dates, amounts and due dates based on your Agreement:

MONTHLY BILLING DATE		AMOUNT	DUE DATE	
JANUARY	1ST	150.00	JANUARY	30TH
FEBRUARY	1ST	150.00	FEBRUARY	30TH
MARCH	1ST	150.00	MARCH	30TH
APRIL	1ST	150.00	APRIL	30TH
MAY	1ST	150.00	MAY	30TH
JUNE	1ST	150.00	JUNE	30TH
JULY	1ST	150.00	JULY	30TH
AUGUST	1ST	150.00	AUGUST	30TH
SEPTEMBER	1ST	150.00	SEPTEMBER	30TH
OCTOBER	1ST	150.00	OCTOBER	30TH
NOVEMBER	1ST	150.00	NOVEMBER	30TH
DECEMBER	1ST	150.00	DECEMBER	30TH
TOTAL		\$ 1,800.00		

Although Contractor invoices at 1/12<sup>th</sup> the annual service agreement price, services are performed based on the seasonal needs of the property. There are times during the year when services performed have exceeded the payment received on the monthly billing cycle. Should this Agreement be cancelled prior to the end of the term of the agreement (and the full year of billing) all performed but unpaid services will be due in-full. A schedule of those services and balances will be billed upon termination of the Agreement.

NOTIFICATIONS

**Notifications to Contractor**

Corporate office is open 8 a.m. to 5 p.m. Monday through Friday and closed daily for lunch noon to 1 p.m.

Tidewater Landscape Management, Inc.  
Corporate Office  
1329 Heidt Ave.  
Garden City, GA 31408

***Billing:***

Office - (912) 966-7391  
Email - [billing@tidewaterusa.com](mailto:billing@tidewaterusa.com)

***Payments:***

Tidewater Landscape Mangement, Inc.  
PO Box 7571  
Garden City, GA 31418

***Damages:***

Office (912) 966-7391  
Email [accountspayable@tidewaterusa.com](mailto:accountspayable@tidewaterusa.com)

***Service Needs:***

Office (912) 966-7391

***Official Notifications***

Tidewater Landscape Management, Inc.  
PO Box 7571  
Garden City, GA  
31418

**Customer Official Notifications Address:**

City of Madison, Alabama Legal Department  
Attn.: City Attorney

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100 Hughes Road, Madison AL 35758

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\_\_\_\_\_  
Initial



Client#: 1988727

ATTACHMENT D

595TIDEWLAN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> McGriff Insurance Services 7391 Hodgson Memorial Drive Savannah, GA 31406 912 544-5050	<b>CONTACT NAME:</b> Georgia Certificate Team <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> 877-657-1559
	<b>E-MAIL ADDRESS:</b> certificatesga@mcgriff.com
<b>INSURED</b> Tidewater Landscape Management, Inc. P. O. Box 7571 Garden City, GA 31418	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company 23035
	INSURER B : Liberty Insurance Corporation 42404
	INSURER C : Travelers Property Casualty Co of Amer 25674
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	TB2Z91471559021	04/01/2021	04/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AS2Z91471559011	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			TH7Z91471559041	04/01/2021	04/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC2Z91471559031	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Leased/Rented	X		QT6602464M552TIL21	04/01/2021	04/01/2022	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \*see forms attached  
 LC2058 0117 CGL AI Enhance for Contractors  
 LC0443 0117 Commercial General Liability Enhancement For Contractors  
 CG2010 0413 AI Blanket  
 CG2037 0413 AI Blanket Completed Ops  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>   	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

# CUSTOMER QUESTIONNAIRE

Customer preferred contact for service needs:

Name Gerald Smith

Title Facilities & Grounds Director Phone Number 256-772-5641

Email gerald.smith@madisonal.gov

Customer preferred contact for billing needs:

Name Laurel Rossmeier

Title \_\_\_\_\_ Phone Number 256-772-5636

Email ap@madisonal.gov

Customer billing address:

Finance Department Attn.: Laurel Rossmeier

100 Hughes Road Madison, AL 35758

Customer invoices shall be mailed to the following address if different than above:

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

Customer Invoices shall be emailed to the following address:

ap@madisonal.gov

Please confirm preferred method of invoicing: \_\_\_\_\_ Mail or  Email

*\*All statements are mailed regardless of preferred invoicing method.*

*Do you have any special invoicing needs? Please explain*

None  
\_\_\_\_\_  
\_\_\_\_\_