

*City of Madison, Alabama*  
*Legal Department—Competitive Purchasing Division*  
**INVITATION TO BID**  
**#2025-006-ITB | RIGHT OF WAY MOWING SERVICES**  
*Issued February 12, 2025*

**AMENDMENT TO AGREEMENT**

This Amendment to the Agreement dated March 24, 2026 (“Amendment”) is made and entered into by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as the “City,” and Tidewater Landscape Management, located at 3212 7th Avenue SW, Huntsville, Alabama 35805, hereinafter referred to as the “Contractor.”

**RECITALS:**

**WHEREAS**, by virtue of passage of Resolution Number 2025-085-R, the City Council of the City of Madison awarded the Bid for the Right of Way Mowing Services (the “Project”) in the amount of twenty-two thousand seven hundred forty dollars (\$22,740.00) per month; and

**WHEREAS**, on April 1, 2025, the parties entered into an Agreement for the Project (the “Agreement”) pursuant to such award; and

**WHEREAS**, Article I, Section A of said Agreement outlined the services to be provided by Contractor and specified that all services shall be done in accordance with the Invitation to Bid; and

**WHEREAS**, the Agreement allows for amendments and change orders to the original contract as stated in Section 3; and

**WHEREAS**, the Director of Public Works has recommended certain modifications to the contract; and

**WHEREAS**, the Director of Public Works, in requesting the Change Order, has provided a signed statement explaining the need and justification for the additional work; and

**WHEREAS**, the City Council has approved of this Amendment via Resolution No. 2026-136-R; and

**WHEREAS**, the City and Contractor mutually desire to amend the Agreement as described above, pursuant to Section 3 of the Agreement;

**NOW, THEREFORE**, in consideration of the foregoing premises and the parties’ respective agreements, promises, representations, and warranties contained herein, City and Contractor agree as follows:

**A. Amendment to Agreement:**

1. Section 2 is hereby amended by addition of the following services on a temporary basis as follows:
  - a. Addition of mowing and litter service along the 1-565 right of way, every 10 days during the months of April and May 2026 in the area shown on Exhibit A to this Change Order (\$7,955.00/month).
  - b. Addition of mowing and litter service for right of way within Town Madison, every 10 days during the months of April and May 2026 (\$4,500.00/month).

**B. Remainder.**

Unless specifically amended in Section A., all other provisions, attachments, content, language, recitals, covenants, promises, guarantees, and commitments contained in, referenced in, or incorporated into the original Agreement remain valid and in full force and effect.

**C. Effective Date.**

The foregoing amendments shall be effective as of the date of final execution by the parties.

**IN WITNESS WHEREOF**, City and Contractor have caused this Amendment to the Agreement to be executed in their respective names by their duly authorized officers on the dates set forth below, the latter of which is hereby deemed to be the effective date of this Amendment.

**CITY OF MADISON, ALABAMA,  
a municipal corporation**

By: \_\_\_\_\_  
Ranae Bartlett, Mayor

Attest: \_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer

Date: \_\_\_\_\_

**STATE OF ALABAMA** §  
§  
**COUNTY OF MADISON** §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Ranae Bartlett and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the **CITY OF MADISON, ALABAMA**, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_ day of March 2026.

\_\_\_\_\_  
Notary Public

**Tidewater Landscape Management**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF ALABAMA** )

)

**COUNTY OF MADISON** )

)

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of Tidewater Landscape Management, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public