

Submission of Bids:

Submission of a bid for this service shall include the following:

- Original Invitation for Bid complete with notary (one original and one duplicate copy);
- Equipment List; (2 copies)
- References (2 copies)
- Bid Sheet (2 copies)

INVITATION TO BID
CITY OF VESTAVIA HILLS
1032 MONTGOMERY HWY
VESTAVIA HILLS AL 35216

PRE-BID – **MANDATORY** JULY 23, 2026 AT 2:00 pm
BIDS TO BE OPENED AT THE CITY OF
VESTAVIA HILLS ON JULY 28, 2026 AT 2:00 PM.
BIDS TO BE TURNED IN NO
LATER THAN 2:00 PM ON THIS DATE.

DATE: 7/13/26
BID: FIELD MAINTENANCE

Ladies and Gentlemen:

Sealed bids will be received by the City of Vestavia Hills, Alabama, in the Office of the City Clerk at the Municipal Center until the above time and date, and opened as soon thereafter as practical. Please return in a sealed envelope marked with the bid name as listed above. Bids must be returned by 2:00 PM by the date listed above. Bids received in the Office of the City Clerk either by hand delivery or mail after the specified date and hour will not be considered.

NAME OF COMPANY: _____

PRICE*: _____ WARRANTY: _____

DELIVERY DATE: _____

BIDS GOOD THROUGH**: _____

**See Specifications Enclosed.*

***All bids must be good for a minimum of 90 days.*

I hereby affirm that I have not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

This form must be notarized.

FIRM _____

Sworn and Subscribed before me
this the _____ day of _____,
2026.

BY _____

ADDRESS _____

Notary Public

PHONE _____

My Commission Expires _____ DATE _____

ALL BIDDERS MUST USE OUR BID FORMS. COMPLETE IN INK OR TYPE. THE CITY RESERVES THE RIGHT TO REJECT OR WAIVE ANY AND ALL BIDS OR PORTIONS THEREOF. QUESTIONS SHOULD BE ADDRESSED TO THE OFFICE OF THE CITY CLERK, PHONE (205) 978-0184.



Umang Patel, Purchasing Agent

The City of Vestavia Hills is requesting bids to maintain all athletic field surfaces (also referred to as “inside the fences”). The City requests the following at a minimum:

- All surfaces shall be free of all weeds. This includes outlying areas around all synthetic turf fields that lie “inside the fences”. Any weeds along the fence line of a turf field shall be considered “inside the fence” and should be maintained and controlled by the contractor.
- Contractor shall provide detailed application records for all herbicides, pesticides, and fertilizers used in completing the scope of work. Records shall include, at a minimum, the date of application, product name and type, total amount applied, units of measurement, application time, treatment location/site, and the name and license number of the applicator. This information shall be submitted to the owner on a monthly basis.
- All surfaces shall be free from any uneven play areas.
- All grass surfaces must be cut with a reel mower.
- Grade differentials between the skinned infield and surrounding grass areas and the warning track will be eliminated and have a clean turf edge on the same grade as infield. The grade differentials should be evaluated on a daily basis and corrected as soon as possible.
- Preparation of fields on a day-to-day basis for practices and games to include all materials related to painting and/or chalking the fields, as needed, for play or practice.
- Ability to prepare fields on short notice following weather events.
- On days when there are more than two (2) games on a field for diamond sports, fields must be prepared again following the 2nd game and after each additional two (2) game set, as time allows on the schedule. This is required for all regular season recreational game days, as well as, any contracted tournament events.
- Maintenance of all of the synthetic turf fields to the industry standard at SHAC, Cahaba Heights and Wald Park. This includes, but is not limited to:
 - Regular surface brushing, raking and sweeping. At least one time, at a minimum, per month (January 15th – June 15th, August 1st – November 1st)*
 - Regular inspection of all line markings and seams
 - Redistribution and refill of turf rubber pellets
- Identify, continuously control and/or eradication of all fungus, insects, rodents, and any other diseases.
- Overseeding of all grass fields on an annual basis.
- Aerification of all grass fields a minimum of one time annually.
- Routine maintenance of the irrigation systems on the fields, to include troubleshooting and routine replacement/repairs of the system. Cost of replacement parts will be the responsibility of the City. **Invoices for the cost of parts should be submitted to the Director when replacement parts are purchased.** The contractor will be re-imbursed for the cost shown on the invoice.
- Maintenance of the bases, pitching rubbers, and home plates, to include replacing as necessary. Cost of replacement parts will be the responsibility of the City. **Invoices for the cost of parts should be submitted to the Director when replacement parts are purchased.** The contractor will be re-imbursed for the cost shown on the invoice.
- The lights, fences and gates will remain the responsibility of the City of Vestavia Hills.

* These are recommended standards. Alternates will be accepted with justification.

The bids should be for the time period beginning October 1, 2026 through September 30, 2029.

Bids will be studied to determine the best partner for the City of Vestavia Hills. The City has the right to reject a submitted bid.

Minimum qualifications:

- Must have a General Contractor's license with the state of Alabama.
- Should have at least two personnel with Bachelor Degree in Turf Management, Agronomy, or related field; Master's Degree preferred.
- Must have current experience with a minimum of three municipal parks.
- Must be able to dedicate two personnel, at a minimum, at Liberty Park baseball/softball fields on weekends for a minimum of six hours, per day, during the months of February through June. Additionally, a two-person minimum will be required during any contracted "tournament" event, regardless of the day of the week or time of the year.
- Must have possession of, or available to them, all vehicles, devices, hand tools, and other equipment and supplies necessary to perform the work as outlined in the above specifications.

Specifications for Field Maintenance

1. Scope of Services

To provide all supervision, labor, equipment and services required to perform all Athletic Field Maintenance for the City of Vestavia Hills Parks and Leisure as specified herein.

2. Qualification of Bidders

- a) Bidding on this contract shall be limited to individuals, partnerships and corporations actively engaged in the field of lawn maintenance services. Bidders shall demonstrate competence, experience and financial capability to carry out the terms of this contract. The City of Vestavia Hills, the contracting agency, may require proof of these qualifications.
- b) All bidders should have at least two personnel with Bachelor Degrees in Turf Management, Agronomy, or a related field. A Master's Degree would be preferred.
- c) All bidders should have current experience with a minimum of three municipal parks.
- d) All bidders must be able to dedicate at least two personnel, at a minimum, at Liberty Park baseball/softball fields on weekends for a minimum of six hours per day during the months of February to June. These days and times would be predicated on regularly scheduled athletic events and/or tournament play.
Additionally, a two-person minimum will be required during any contracted "tournament" event, regardless of the day of the week or time of year.
- e) All bidders must provide three references on the reference page.
- f) All bidders must have in their possession, or available to them by formal agreement at the time of bidding, vehicles, devices, tools, and other equipment and supplies which are necessary to perform the work as outlined in these specifications (please provide equipment list on the equipment page).

3. Safety Standards

- a) All equipment to be used, and all work to be performed, must be in full compliance with the most current safety requirements for performing this type of work.
- b) The contractor shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

4. Discontinuance of Work

Any practice, obviously hazardous, as determined by the City, shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

5. Observance of Laws, Ordinances and Regulators

The contractor, at all times during the term of this contract, shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The contractor shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

6. Protection of Underground Utilities

The contractor shall be responsible for contacting the appropriate utility for location of any underground services which are in the work area and could be damaged by the contractor's operations.

7. Addition or Deletion of Areas

The contracting agency reserves the right to change, add or delete areas for athletic field maintenance services. This is conditional upon the total amount of funds available. The City of Vestavia Hills shall give notice to the contractor of the areas to be serviced and the total amount of the annual field maintenance contract. Unless otherwise authorized by the contracting agency, failure of the contractor to comply with the approved athletic field maintenance service schedule shall be sufficient cause to give notice that the contractor is in default of the contract.

8. Work Schedule

Unless authorized by the contracting agency, the contractor will schedule the work during typical work hours for related services.

9. Licenses and Permits

The contractor shall, at his expense, procure all necessary licenses and permits needed to contract.

10. Subcontracts

The contractor will not be allowed to subcontract work under this contract unless written approval is granted by the contracting agency. The subcontractor, as approved, shall be bound by the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice has been given directly to the contractor.

11. Execution of the Contract

The successful bidder shall, upon notification of selection as the successful bidder, enter into contract with the contracting agency and shall simultaneously provide the appropriate bonds, indemnities and insurance required hereunder.

- a) The work described in the Field Maintenance Bid is a “public works project” pursuant to Title 39-2-1(6), Code of Alabama, 1975. Alabama law at Title 39- 1-1, Code of Alabama, 1975, requires that the Contractor provide a Performance Bond in the amount of 100 percent of the Contract price and the Payment Bond in the amount of 50 percent of the contract price. As such, the successful bidder will be required to submit a Performance Bond in the amount of 100% of the yearly bid, and a Payment Bond in the amount of 50% of the yearly bid with the execution of the contract.

The contract, when executed, shall be deemed to include the entire agreement between the parties. The contractor shall not base any claim for modification of the contract upon any prior presentation or promise made by representatives of the contracting agency.

12. Supervision

This contract will be under the direct supervision of the contracting agency. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the contractor and contracting agency and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

13. Work Crew Supervision

The contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the contractor to accept and act upon all directives issued by the contracting agency. (Within the Contract’s scope of work) Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential injury or safety hazard.

14. Payments

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

15. Contract Termination

The contracting agency shall have the right at any time to cancel this contract for reasons other than breach by the contractor and require the contractor to cease work thereon. In such cases the contractor will be paid for all work actually performed up to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

16. Insurance

The contractor agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- a) For personal injuries, including death, in an amount of not less than:
 - i) \$500,000 for any one-person occurrence
 - ii) \$1,000,000 for any one occurrence
- b) For damage to property not belonging to the contractor or his subcontractors in an amount not less than:
 - i) \$500,000 for any one accident
 - ii) \$1,000,000 aggregate amount
- c) For personal injuries including death and/or for damages to property not belonging to the contractor or his subcontractors caused by automotive equipment or used by the contractor or his subcontractors in an amount not less than:
 - i) \$500,000 personal injury per person per occurrence
 - ii) \$1,000,000 personal injury per occurrence
 - iii) \$500,000 property damage per accident
- d) Workmen's Compensation, State and Federal Statutory requirements plus:
 - i) \$500,000 employer's liability per person

Such insurance shall be placed with an insurer acceptable to the contracting agency and the policies shall provide notice by the insurer to the contracting agency of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills as an additional insured there under.

17. Additional Insureds

The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the contract documents to include:

- a) The City of Vestavia Hills, Alabama, a municipal corporation, and its public officials and employees, the Vestavia Hills Park and Recreation Board, and its appointed Board members shall be named as additional insured for claims caused in whole, or in part, by the Contractor's negligent acts or omissions during the Contractor's operations; and
- b) The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and
- c) Contain no exclusions of the additional insureds relative to job accidents; and
- d) The policies must be on an "occurrence" basis.

18. Crew Information

- a) Crews will be dressed neat. Shirts shall be worn at all times.
- b) Courtesy to persons utilizing City facilities is required at all times.
- c) The contractor shall properly supervise its employees at all times during the work performed by the contractor. The City shall have the right to direct what work shall be performed and when. However, the contractor shall determine and decide the methodology of the work.

19. Equipment

- a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the contracting agency. The contracting agency reserves the option to demand replacement of any equipment which in its opinion has a poor operational record.
- b) All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- c) Equipment can be stored on City property with consent of City; however, the City will not be responsible for any damage to stored equipment.
- d) Equipment used on any portion of City property shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.
- e) Reel Mowers are preferred for mowing of all grass turf areas.
- e) All necessary equipment should be maintained by sharpening blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

20. Required Work

Please price all requirements below on an annual basis per park on the Bid Sheet attached

- All surfaces shall be free of all weeds. This includes outlying areas around all synthetic turf fields that lie “inside the fences”. Any weeds along the fence line of a turf field shall be considered “inside the fence” and should be maintained and controlled by the contractor.
- Contractor shall provide detailed application records for all herbicides, pesticides, and fertilizers used in completing the scope of work. Records shall include, at a minimum, the date of application, product name and type, total amount applied, units of measurement, application time, treatment location/site, and the name and license number of the applicator. This information shall be submitted to the owner on a monthly basis.
- All surfaces shall be free from any uneven play areas.
- All grass surfaces must be cut with a reel mower.
- Grade differentials between the skinned infield and surrounding grass areas and the warning track will be eliminated and have a clean turf edge on the same grade as the infield. The grade differentials should be evaluated on a daily basis and corrected as soon as possible.
- Preparation of fields on a day-to-day basis for practices and games to include all materials related to painting and/or chalking the fields, as needed, for play or practice.
- Ability to prepare fields on short notice following weather events.
- **On days when there are more than two (2) games on a field for diamond sports, fields must be prepared again following the 2nd game and after each additional two (2) game set, as time allows on the schedule. This is required for all regular season recreational game days, as well as, any contracted tournament events.
- Maintenance of all the synthetic turf fields to the industry standard. This includes, but is not limited to:
 - Regular surface brushing, raking and sweeping. At least one time, at a minimum, per month (January 15th – June 15th, August 1st – November 1st)*
 - Regular inspection of all line markings and seams
 - Redistribution and refill of turf rubber pellets
- Identify, continuously control and/or eradication of all fungus, insects, rodents, and any other diseases.
- Overseeding of all grass fields on an annual basis.
- Aerification of all grass fields a minimum of one time annually.
- Routine maintenance of the irrigation systems on the fields, to include troubleshooting and routine replacement/repairs of the system. The cost of labor should be included in the contracted price. Cost of replacement parts will be the responsibility of the City. **Invoices for the cost of parts should be submitted to the Director when replacement parts are purchased.** The contractor will be re-imbursed for the cost shown on the invoice.

- Maintenance of the bases, pitching rubbers, and home plates, to include replacing as necessary. Cost of replacement parts will be the responsibility of the City. **Invoices for the cost of parts should be submitted to the Director when replacement parts are purchased.** The contractor will be re-imbursed for the cost shown on the invoice.
- NOTE: The lights, fences and gates will remain the responsibility of the city.

* These are recommended standards. Alternates will be accepted with justification.

SECTION 2.

- a) If work is unsatisfactory the contractor will be notified by the Parks and Leisure Director, or his designee, and will be given a specific deadline to make corrections. If this is not done to the satisfaction of the Director, or his designee, there will be a 25% penalty for that month's payment.
- b) Any damages caused to City facilities shall be repaired or replaced immediately by the contractor.

Equipment List

Please list all equipment (make, model, and year) to accomplish mowing, fertilizing, top dressing, aerating, grooming, and any other tasks associated with this bid.

[illegible]

References

Name	
Address	
Address	
Address	
Phone	
Email	

Name	
Address	
Address	
Address	
Phone	
Email	

Name	
Address	
Address	
Address	
Phone	
Email	

Bid Sheet

Wald Park

3 synthetic turf diamonds of various sizes

Annual Cost _____

Cahaba Heights

4 synthetic turf diamonds of various sizes

Annual Cost _____

Liberty Park

9 natural turf diamonds of various sizes

5 natural turf rectangular, multi-purpose fields of various sizes

This includes, but is not limited to, all grass area inside the boundary of LP
“grass” multi-purpose fields.

Annual Cost _____

Central Elementary School Field

Rectangular Field with natural turf

Annual Cost _____

SHAC

11 acres of synthetic turf primarily used for soccer, lacrosse and football

Annual Cost _____

Total Costs _____

- A. _____ for the twelve (12) month period beginning October 1, 2026 and ending September 30, 2027, unless changed according to paragraph XX and XXIII; and
- B. _____ for the twelve (12) month period beginning October 1, 2027 and ending September 30, 2028, unless changed according to paragraph XX and XXIII; and
- C. _____ for the twelve (12) month period beginning October 1, 2028 and ending September 30, 2029, unless changed according to paragraph XX and XXIII.

V. PAYMENT OF CONTRACT PRICE

Payments will be made on a monthly basis in accordance with the City's billing and payment policy.

VI. TERMINATION OF CONTRACT

The contracting agency shall have the right at any time to cancel this contract for reasons other than breach by the contractor and require the contractor to cease work thereon. In such cases the contractor will be paid for all work actually performed the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not actually performed by the termination date.

VII. COMPLIANCE WITH APPLICABLE LAWS

The contractor at all times during the term of this contract shall observe and abide by all Federal, State and Local laws which in any way effect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The contractor shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate to hiring, wages and any other applicable conditions of employment.

VIII. LICENSE

The contractor shall, at his expense, procure all necessary licenses and permits needed to contract.

IX. QUALITY OF WORK

All labor, materials and supplies applied/installed by the Contractor in the performance of this agreement shall be done in a professional, proficient and workmanlike manner.

X. CREW INFORMATION

- a) Crews will be dressed neat. Shirts shall be worn at all times.
- b) Courtesy to persons utilizing City facilities is required at all times.
- c) Breaks will be taken individually, at the discretion of the Supervisor.
- d) All refuse from lunches and breaks will be disposed of immediately.
- e) The contractor shall properly supervise its employees at all times during the work performed by the contractor. The City shall have the right to direct what work shall be performed and when. However, the contractor shall determine and decide the methodology of the work.

XI. EQUIPMENT

- a) Equipment will be mechanically sound. Inoperable equipment in the field will not be charged to the contracting agency. The contracting agency reserves the option to demand replacement of any equipment which in its opinion has a poor operational record.
- b) All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.
- c) Equipment can be stored on City property with consent of City, however the City will not be responsible for any damage to stored equipment.
- d) Equipment used on any portion of the project shall be such that no injury to plant materials, curbs, drives, walks, roadways, buildings or adjacent property will result from its use.
- e) Reel Mowers are preferred for mowing of all grass turf areas.
- e) Sharpen blades on cutting tools periodically to insure clean, smooth cuts and to prevent damage to plant materials.

XII. SAFETY STANDARDS

- a) All equipment to be used and all work to be performed must be in full compliance with the most current safety requirements for performing this type of work.
- b) The contractor shall be solely responsible for pedestrian and vehicular safety and control on the worksite and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.

XIII. PROTECTION OF UNDERGROUND UTILITIES

The contractor shall be responsible for contacting the appropriate utility for location of any underground services which are in the work area and could be damaged by the contractor's operations.

XIV. DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the contracting agency shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice.

XV. INDEPENDENT CONTRACTOR

The Contractor, _____, is an independent contractor for purposes of this agreement. Nothing contained herein shall be construed to mean that said Contractor is the servant, agent or employee of the City of Vestavia Hills, Alabama.

XVI. IMMIGRATION

By signing this contract, the contracting parties affirm, for the duration of the contract, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a

contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.

XVII. INDEMNITY

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City of Vestavia Hills, Alabama, a municipal corporation, and the Vestavia Hills Park and Recreation Board, as Owner, and their agents, employees and consultants, including the Mayor, elected members of the City Council, the appointed members of the Vestavia Hills Park and Recreation Board, (hereinafter collectively referred to as the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or related to, or resulting from performance of the work provided such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destructing of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged by not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder. This indemnification shall extend to all claims, damages, losses and expenses for injury or damage to adjacent or neighboring property, or persons injured thereon, that arise out of, relate to, or result from performance of the work.

XVIII. INSURANCE

The contractor agrees to obtain and maintain in force during the terms of this agreement insurance of the type, with the coverage and in the amounts specified below:

- a) For personal injuries, including death, in an amount of not less than:
 - i) \$500,000 for any one person occurrence
 - ii) \$1,000,000 for any one occurrence
 - b) For damage to property not belonging to the contractor or his subcontractors in an amount not less than:
 - i) \$500,000 for any one accident
 - ii) \$1,000,000 aggregate amount
 - c) For personal injuries including death and/or for damages to property not belonging to the contractor or his subcontractors caused by automotive equipment or used by the contractor or his subcontractors in an amount not less than:
 - i) \$500,000 personal injury per person per occurrence
 - ii) \$1,000,000 personal injury per occurrence
 - iii) \$500,000 property damage per accident
 - d) Workmen's Compensation, State and Federal Statutory requirements plus:
 - i) \$500,000 employer's liability per person
- Such insurance shall be placed with an insurer acceptable to the contracting agency and the policies shall provide notice by the insurer to the contracting agency of cancellation, non-renewal or material change in any such policy and shall contain an endorsement naming the City of Vestavia Hills as an additional insured there under.

XIX. ADDITIONAL INSURED

The Contractor shall cause the commercial general liability insurance coverage and the commercial umbrella liability insurance coverage required by the contract documents to include:

- a) The City of Vestavia Hills, Alabama, a municipal corporation, and its public officials and employees, the Vestavia Hills Park and Recreation Board, and its appointed Board members as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and
- b) The insurance policy coverages shall state that these coverages shall be primary insurance for the additional insureds; and
- c) Contain no exclusions of the additional insureds relative to job accidents; and
- d) The policies must be on an "occurrence" basis.

XX. ADDITIONAL SERVICES

The contracting agency reserves the right to change, add or delete areas for lawn service. This is conditional upon the total amount of funds available. The City of Vestavia Hills shall give notice to the contractor of the areas to be serviced and the total amount of the annual lawn service contract. Unless otherwise authorized by the contracting agency, failure of the contractor to comply with the approved field service schedule shall be sufficient cause to give notice that the contractor is in default of the contract.

XXI. ASSIGNMENT

This contract shall not be assignable by the Contractor in any respect without having first obtained the written consent of the City evidenced by a properly enacted resolution of the City.

XXII. SUBCONTRACTORS

The contractor will not be allowed to subcontract work under this contract unless written approval is granted by the contracting agency. The subcontractor, as approved, shall be bound by the contractor. All directions given to the subcontractor in the field shall bind the contractor as if the notice has been given directly to the contractor.

XXIII. CHANGES IN WORK

The City may make changes in the scope of the work required to be performed by the Contractor under the contract by eliminating any portion of the work and the corresponding unit price charged therefor. Any change order for additional work shall be done by mutual agreement and in writing. Any change order for deletion of work shall be in writing given by City to Contractor. The deletion of work pursuant to this contract is subject to and conditioned upon the total amount of public funds available.

XXIV. REMOVAL OF DEBRIS AND CLEANING

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public rights of way reasonable clear and clean. Upon completion of the work, it shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

XXV. COMPLIANCE WITH TITLE 41-16-5, CODE OF ALABAMA, 1975, BOYCOTT LIMITATIONS

Act 2016-312 of the Alabama Legislature prohibits a governmental entity from entering into certain public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade. The prohibition does not apply if a business offers to provide goods or services for at least 20 percent less than the lowest certifying business entity or to a contract with a value less than \$15,000.00. The Contractor represents and warrants that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

XXVI. MISCELLANEOUS

- A. **NON WAIVER:** The failure of the City to insist, in any one or more instances, upon a strict performance of any of the covenants of this contract, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect.
- B. **WAIVER OF MODIFICATIONS:** Any waiver, alteration or modification of any of the provisions of this Contract or cancellation or replacement of this contract shall not be valid unless in writing and signed by the City and Contractor. This contract may be amended at any time by written agreement of the parties' signatory hereto. No claims for any extra work or materials shall be allowed unless covered by written agreement of the parties.
- C. **NOTICES:** Any and all notices required or permitted to be given under this agreement will be sufficient if furnished in writing and sent by Registered Mail to the parties' last known address.
- D. **CONSTRUCTION OF TERMS:** The City and Contractor negotiated the terms, provisions and conditions of this contract and both parties had the equal opportunity for input for the drafting of this contract. Therefore, any ambiguities of this contract shall be construed fairly and equitably regardless of the participation of either party in drafting this contract. The reference in terms to gender and number shall be modified as may be appropriate.

- E. **GOVERNING LAW:** This contract shall be interpreted, construed and governed to the laws of the State of Alabama. The jurisdiction and venue for the resolution of any dispute shall be in Jefferson County, Alabama.
- F. **ARTICLE AND SECTION HEADINGS:** The article and section headings and captions contained herein are included for convenience only, and shall not be considered a part hereof or affect in any manner the construction or interpretation hereof.
- G. **EXECUTION IN COUNTERPARTS:** The contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- H. **BINDING EFFECT:** The contract shall inure to the benefit of, and shall be binding upon City and Contractor, and their heirs, successors and assigns.
- I. **SEVERABILITY:** In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- J. **ENTIRE AGREEMENT:** This written Contract contains the entire agreement between the City and the Contractor.

IN WITNESS WHEREOF, the City of Vestavia Hills, Alabama, a municipal corporation, and _____, an Alabama corporation, have hereunto caused this contract to be executed by their duly authorized officers and their respective seals to be affixed hereto on this the 1st day of October, 2026.

CITY:

CITY OF VESTAVIA HILLS, ALABAMA
A Municipal Corporation

By _____
Ashley Curry
Its Mayor

By _____
Jeffrey D. Downes
Its City Manager

ATTESTED

By _____

CONTRACTOR:

By _____
Its _____

ATTESTED

By _____

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Ashley Curry, whose name as Mayor of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the ____ day of _____, 2026

Notary Public

My Commission Expires:

SEAL

**STATE OF ALABAMA
JEFFERSON COUNTY**

ACKNOWLEDGMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jeffrey D. Downes, whose name as City of Manager of the City of Vestavia Hills, Alabama, a municipal corporation, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Vestavia Hills, Alabama.

Given under my hand and official seal, this the ____ day of _____, 2026

Notary Public

My Commission Expires:

SEAL

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGMENT

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

Given under my hand and official seal, this the _____ day of _____, 2026

Notary Public

My Commission Expires:

SEAL

EXHIBIT A

(PROVIDED BY CONTRACTOR THROUGH THE BID)