

SPONSORS: Koonce, Solid Waste Department

**RESOLUTION**

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

**SECTION 1.** That the contract with White, Lynn, Collins & Associates, Inc., situated in Florence, Alabama, a copy of which is attached hereto, to provide engineering services to develop a spill prevention, control, and countermeasure plan for the new fueling station located on Terrace Street, Florence, Alabama for the City of Florence General Fund Departments, in the total contract amount of \$3,825.00, as stated in the attached proposal dated September 19, 2024, any additional work required or requested will be based on the attached Fee Schedule dated January 2024, and the same is hereby approved, ratified, confirmed and attached.

**SECTION 2.** That the Council has investigated and ascertained and hereby finds White, Lynn, Collins & Associates, Inc., to be qualified, responsible, and competent to perform said services.

**SECTION 3.** That the agreement for such services be awarded to White, Lynn, Collins & Associates, 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 \_\_\_\_\_, 2024.

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\_\_\_\_\_  
CITY COUNCIL

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CITY CLERK-TREASURER

STATE OF ALABAMA            X  
  X  
COUNTY OF LAUDERDALE    X

CONTRACT

THIS AGREEMENT IS MADE AND ENTERED INTO IN DUPLICATE, by and between the City of Florence, Alabama, (hereinafter "City"), and White, Lynn, Collins & Associates, Inc., (hereinafter "Consultant").

WITNESSETH:

THAT, WHEREAS, the City wishes for the Consultant to provide engineering services to develop a spill prevention, control, and countermeasure plan for the new fueling station located on Terrace Street, Florence, Alabama for the City of Florence General Fund Departments, Florence Alabama.

NOW, THEREFORE, the City and Consultant in consideration of the recitals and mutual covenants herein set forth, mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The scope of work shall consist of the Consultant providing engineering services to develop a spill prevention, control, and countermeasure plan for the new fueling station located on Terrace Street, Florence, Alabama, and all in accordance with the proposal as attached hereunto.

ARTICLE 2 - FEES AND COMPENSATION

In consideration of the performance of the elements described as the SCOPE OF WORK, the City shall pay the Consultant \$3,825.00 (three thousand eight hundred twenty-five dollars) and is the price submitted by the Consultant in their proposal dated September 19, 2024. Should additional work outside the scope of this proposal be requested by owner, it shall be done at the rate as based on the Fee Schedule, dated January 2024, which is attached hereunto and made a part of this contract.

Payment to the Consultant will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with this contract. Any additional work to be done or materials to be furnished, which in the opinion of the City, represent a significant quantity, shall be authorized by change order agreement with the Consultant.

The City shall make partial payments and/or final payment to the Consultant on or before the 15th day after receiving a duly certified and approved estimate.

### ARTICLE 3 - PERSONNEL AND FACILITIES

The Consultant warrants that they have or will secure at their own expense, all personnel required to perform the services under this contract. All personnel in the work shall be fully qualified.

The Consultant warrants that it is properly qualified to perform this contract in accordance with the applicable laws of the City of Florence, the State of Alabama and the United States.

### ARTICLE 4 – CHANGES

The City may, at any time, by written order, make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and this contract shall be modified in writing accordingly. No services for which additional compensation will be charged by the Consultant shall be furnished without written authorization of the City.

### ARTICLE 5 – CANCELLATION

The City retains the right to cancel without cause upon thirty (30) calendar day's written notice any and/or all terms and conditions as agreed upon within the aforementioned scope of services. If the contract is cancelled, the Consultant will be paid for services rendered to the date of cancellation as mutually agreed by both parties.

### ARTICLE 6 - TERMS AND CONDITIONS

In no event shall this contract constitute an employment Agreement, and the Consultant shall be considered only as an independent consultant and not employees, agents, partners, or joint ventures of the City.

The Consultant shall be solely responsible for any and all taxes (state, federal, and/or local); workers' compensation insurance; unemployment insurance payments; insurance; or any similar type of payment or any employee thereof; and shall hold the City harmless from any and all such payments.

The second party shall not knowingly violate 8 U.S.C. &1324a (employ an unauthorized alien) as a condition of receiving a contract. The second party agrees to enroll in a designated employment eligibility verification system through the term of the contract. E-Verify is a free Internet based system that is operated or authorized by the United States Department of Homeland Security that allows employers to electronically confirm the legal working status of newly-hired employees. E-Verify shall be the designated employment eligibility verification system for the first party. As a contractor participant in E-Verify, the second party shall be required to use E-Verify for all new employees who will be working directly on this contract.

If the second party uses one or more subcontractors in connection with the performance of this contract, the second party shall include in all subcontracts the requirement for compliance by the subcontractor with these provisions.

The Consultant agrees to indemnify and save harmless the City from any claim, loss, action or cause of action for damages, both property and personal, including death, which may arise from and during operations be by it or anyone directly or indirectly employed by it.

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 Consultant is an independent contractor and not an employee, agent or representative of the City. 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 Consultant shall secure and pay for all required licenses and permits.

This contract shall be interpreted pursuant to the laws of the State of Alabama.

Executed at Florence, Alabama, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

ATTEST:

BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

“CITY”

**WHITE, LYNN, COLLINS & ASSOCIATES, INC.**  
a corporation

ATTEST:

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

\_\_\_\_\_

“CONSULTANT”

September 19, 2024

Mr. David Koonce, Manager of Solid Waste, Street & Recycling  
City of Florence  
P.O. Box 98  
Florence, Alabama 35631

Reference: **Proposed Engineering Services**  
Spill Prevention, Control and Countermeasure (SPCC) Plan for  
Fueling Station on Terrace Street  
Florence, Alabama

Dear Mr. Koonce,

White, Lynn, Collins and Associates, Inc., (WLC) is pleased to present the following proposal to the City of Florence, Alabama (Client) for Engineering Services required to develop a Spill Prevention, Control, and Countermeasure (SPCC) Plan for the new Fueling Station on Terrace Street (across from the recycling center) in Florence, Alabama.

**SCOPE OF WORK:**

**Item #1: Engineering Services—Fueling Station SPCC Plan**

WLC will provide professional engineering services required to develop a Spill Prevention, Control, and Countermeasure (SPCC) Plan for the Fueling Station described above. The following items of work are included in this proposal:

- Research the applicable CFR regulations and requirements regarding the SPCC plan.
- Conduct a site visit to examine the facility and create a layout of the current plan.
- Discuss current procedures and spill prevention measures with City of Florence personnel.
- Develop the SPCC plan, as required.
- Design containment system for above ground storage tanks or diversionary systems, if necessary. Develop plans and specifications for use in constructing the system.

**EXCLUSIONS:**

The following items are not included in the Scope of Work and are excluded from this proposal. WLC can provide any of these services, if needed, and requested by the Client as extra work, an amendment to this proposal or under a separate proposal:

- Topographic or Boundary Survey
- Thickness testing of above ground storage tanks or pipes
- Design of containment or diversionary systems beyond those outlined in the Scope of Work
- Effluent sampling and testing

**COMPENSATION:**


WLC will perform the work outlined in the Scope or Work above at the following lump sum fee:

**Item #1:**.....Lump Sum Fee of: **\$3,825.00**

Any additional work requested by the Client that is not described in the scope of work detailed above will constitute extra work. Extra work, when ordered and authorized by the Client, will either be performed using our standard hourly rates (see attached Fee Schedule), by an amendment to this proposal, or under a separate proposal, whichever the Client prefers.

Should this project be canceled by any party prior to our work being completed, our fee will be based on actual hours expended to date using our current Fee Schedule. (See attached)

If this proposal is satisfactory, please submit a purchase order with this proposal attached as authorization to begin the work.

  
\_\_\_\_\_  
White, Lynn, Collins and Associates, Inc.  
Richard Edmonds, Vice-President

\_\_\_\_\_  
City of Florence  
Mr. David Koonce, Manager of Solid Waste  
Street & Recycling

Date 9-19-2024  
\_\_\_\_\_

Date \_\_\_\_\_  
\_\_\_\_\_

JANUARY 2024

FEE SCHEDULE

PRINCIPAL ENGINEER.....	\$125.00
REGISTERED SURVEYOR.....	\$125.00
STRUCTURAL ENGINEERING DESIGN.....	\$150.00
DESIGN ENGINEER.....	\$90.00
COMPUTER AIDED DRAFTING WITH OPERATOR.....	\$75.00
DRAFTSMAN / PARTY CHIEF FOR SURVEY CALCULATIONS.....	\$75.00
CLERICAL.....	\$60.00
INSPECTOR.....	\$75.00
RECORDS RESEARCH.....	\$95.00
SURVEY CREW .....	\$150.00
(OVERTIME & HOLIDAYS - \$ 225.00 PER HOUR)	

**NOTE: All rates are per hourly basis and portal to portal.**

Outside Consultants (photogrammetry, etc.)..... Cost + 20%

Miscellaneous supplies and equipment above normal surveying & engineering requirements  
(Must be approved in writing by authorized personnel).....Cost + 20%

Travel to jobs greater than 25 miles from our office will be charged at \$ 0.65.5 per mile.