

SPONSORS: Batson, Engineering 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 Surveying Services for a drainage project in the area of 1902 Greenbrier Road, Florence, Alabama for the City of Florence Engineering Department, Florence Alabama, in the contract amount not to exceed \$2,100.00, any additional work required or requested will be based on an hourly fee schedule 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.

CITY COUNCIL

APPROVED this the _____ day of _____, 2024.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2024.

CITY CLERK-TREASURER

STATE OF ALABAMA }
 }
COUNTY OF LAUDERDALE }

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 Surveying Services for a drainage project in the area of 1902 Greenbrier Road, 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 surveying services needed for a drainage project in the area of 1902 Greenbrier Road as outlined in the Scope of Work of the proposal for the City of Florence Engineering Department, 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 SERVICES, the City shall pay the Consultant the amount not to exceed \$2,100.00 (two thousand one hundred dollars), should additional work be requested by owner, it shall be done by change order at an hourly rate as listed on 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-TREASURER

“CITY”

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

ATTEST:

BY: _____
ITS: _____

“CONSULTANT”

September 17, 2024

City of Florence
Engineering Department
P.O. Box 98
Florence, Alabama 35630

Attention: Mr. William B. Batson, III – City Engineer

Reference: Surveying Services
Area of 1902 Greenbrier Road Drainage Project
Florence, Alabama

Mr. Batson:

White, Lynn, Collins and Associates, Inc., (WLC) is pleased to present the following proposal to the City of Florence, Alabama (Client) for Surveying Services as needed for a drainage project in the Greenbrier Road area of Florence, Alabama. The following scope of work and associated fees are based on our meeting and conversation with Chase McCluskey on September 17, 2024 regarding the proposed project.

SCOPE OF WORK:

Item #1: As we discussed, we will setup Boundary Lines to determine the location for a Drainage Easement between Lot 11 and Lot 12 of Grays Park Addition between 1901 Berry Avenue (Keith Varner), 1907 Berry Avenue (Robert Tyree) and 1902 Greenbrier Road (Carolyn Webster) Lot 1, Block "D" of Greenbrier Subdivision. WLC will write legal descriptions for proposed easements including the gap between the 2 subdivisions and the existing 12' drainage easement WLC will update our drawing to reflect Mr. McCluskey's storm line.

COMPENSATION:

WLC will perform the work outlined above for the following fee:

Item #1: Surveying Services Lump Sum Fee of: **\$2,100.00**

Any additional requirements requested by the Client that is not described in the scope of work will constitute extra work. Extra work, 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 work completed to date using our current Fee Schedule. (Attached) Otherwise, work to date will be invoiced monthly with the balance due at the completion of the project unless otherwise specified.

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



White, Lynn, Collins and Associates, Inc.
Richard T. Collins, President

City of Florence

Date 09/17/2024

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.