

RESOLUTION

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

SECTION 1. That the contract with Stuart C. Irby Company, a copy of which is attached hereto, to perform annual di-electric testing on all hotline tools used in the distribution system operated by the Florence Utilities Electricity Department, Florence, Alabama, and the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds Stuart C. Irby Company, to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to Stuart C. Irby Company, 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 - TREASURE

STATE OF ALABAMA            ){  
  ){  
COUNTY OF LAUDERDALE    ){

CONTRACT

THIS AGREEMENT IS MADE AND ENTERED INTO IN DUPLICATE between the City of Florence, Alabama, (hereinafter "City") and to Stuart C. Irby Company, (hereinafter "Consultant").

WITNESSETH:

THAT, WHEREAS, the City wishes for the Consultant to perform annual di-electric testing on all hotline tools used in the distribution system operated by the Florence Utilities Electricity Department, 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 performing the annual di-electric testing on all hotline tools used in the distribution system operated by the Florence Utilities Electricity Department, Florence, Alabama. The Consultant shall at conduct these tests at a time agreed upon by both parties, at facilities owned by the City. The Consultant will clean and wax tools before testing and will repair some failed items on site and others will need to be sent off for repairs.

The term for this agreement shall be for a one (1) year period. This agreement may be extended for two (2) additional one (1) year periods by mutual consent.

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 unit prices as shown on the Consultant's Quote # S014050954, dated September 5, 2024, and 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 based on hourly rates plus expenses.

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 days 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 venturers 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 Consultant shall not knowingly violate 8 U.S.C. &1324a (employ an unauthorized alien) as a condition of receiving a contract. The Consultant 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 Consultant shall be required to use E-Verify for all new employees who will be working directly on this contract.

If the Consultant uses one or more subcontractors in connection with the performance of this contract, the Consultant 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 performance of professional services be by the Consultant or anyone directly or indirectly employed by the Consultant.

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK -TREASURE

“CITY”

STUART C. IRBY COMPANY  
a corporation

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

ATTEST:

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

\_\_\_\_\_

“CONSULTANT”



STUART C IRBY BR1043 LAKE PARK GA  
 6553 LAKE INDUSTRIAL PKWY  
 LAKE PARK GA 31636  
 229-559-0109

Quotation

QUOTE DATE	ORDER NUMBER
09/05/24	S014050954
REMIT TO:	PAGE NO
STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	1

SOLD TO:  
 FLORENCE ELECTRIC DEPT  
 PO BOX 877  
 FLORENCE, AL 35631-0877

SHIP TO:  
 MAIN WAREHOUSE  
 FLORENCE ELECTRICITY DEPT  
 611 E REEDER ST  
 FLORENCE, AL 35630-5881

ORDERED BY: DARRELL PICKLE

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON		
38021			Brian T Kriel		
INSIDE SALESPERSON	REQD DATE	FRIGHT ALLOW	SHIP VIA		
JAMESINA CAR	09/05/24	Yes	BW BEST-WAY		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	PRC/UM	Ext Amt
			***** Shipping Instructions *****		
			* MOBILE ON-SITE TESTING *		
			*****		
1EA		1	*ITSR ITS-01 TEST ONLY SHOTGUNS AND STICKS UNDER 10FT, AND HYD POLE SAW/PRUNING POLE **TESTING**	13.500EA	13.50
1EA		2	*ITSR ITS-04 TEST ONLY EXTENDO STICKS OVER 10FT (UP TO 7 SECTIONS) **TESTING**	29.000EA	29.00
1EA		3	*ITSR ITS-07 TEST ONLY EXTENDO STICKS OVER 7 SECTIONS **TESTING**	46.000EA	46.00
1EA		4	*ITSR ITS-11 CLEAN AND TEST LINEHOSE; BLANKETS AND COVERUPS **TESTING**	13.000EA	13.00
1EA		5	*ITSR ITS-12 SETUP **TESTING**	250.000EA	250.00
1EA		6	*ITSR ITS-14 CLEAN AND TEST HIGH VOLTAGE JUMPERS **TESTING**	19.750EA	19.75
1EA		7	*ITSR ITS-18 CLEAN AND TEST GROUND CABLES **TESTING**	15.500EA	15.50
1EA		8	*ITSR ITS-19 CLEAN AND TEST GROUND CLUSTER **TESTING**	45.000EA	45.00

\* This is a quotation \*

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

Subtotal	431.75
S&H CHGS	0.00
Sales Tax	0.00
<b>TOTAL</b>	<b>431.75</b>

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT [www.irbyutilities.com/terms](http://www.irbyutilities.com/terms). ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

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