

RESOLUTION

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

SECTION 1. That the contract with G-Squared, LLC, situated at Fayetteville, Tennessee, a copy of which is attached hereto, to provide updated orthophotography and planimetric mapping for the City of Florence Planning Department, Florence, Alabama, in the total contract amount not to exceed \$130,000.00 and in accordance with the negotiated terms and conditions, and the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds G-Squared, LLC, is qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to G-Squared, LLC, and that the proper officials of the City execute the contract for such work 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

PROFESSIONAL SERVICES CONTRACT

CITY OF FLORENCE, ALABAMA and G-SQUARED, LLC.

This renewable contract made and entered into on the 5th day of November 2024 between the CITY OF FLORENCE, ALABAMA, hereinafter called the CLIENT, and G-SQUARED, LLC, hereinafter called CONTRACTOR remains valid for a period of 3 years after the date first written herein above. All services shall be performed under the responsible charge of a Certified Photogrammetrist.

WITNESSETH THAT:

WHEREAS, the CLIENT desires to engage the CONTRACTOR to render technical and professional services, hereinafter described in connection with the PROJECT as requested by the CLIENT officials.

NOW, THEREFORE, the CLIENT and the CONTRACTOR do mutually agree as follows:

Section 1. CONTRACTOR

The CLIENT agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the professional services hereinafter set forth, within this agreement for the CLIENT, in a proper manner as determined by the CLIENT.

All work conducted for the project will be performed within the boundaries of the United States. Under no circumstances shall the CONTRACTOR send any data or data derivatives, whether digital or hard copy, associated with the performance of a contract to destinations outside of the United States of America.

Services requested by the Project Manager, as defined in Section 4 (e) of this document will require a Task Order issued in the amount quoted for specific products and services requested. Task orders will include the type of service, schedule, and cost quote not to be exceeded for all services requested.

In the event of a change ordered by the project manager, the change order will include the type of service and associated cost difference. Change Orders must be executed by the CLIENT's Project Manager or the City Planning Director and by the CONTRACTOR's Project Manager.

Section 2. SCOPE OF SERVICE

CONTRACTOR shall furnish, in a professional and workmanlike manner, aerial photography, triangulation, LiDAR, digital mapping, digital orthophotography, map conversion, and photogrammetry consulting services within the project area specified. The project area of interest is defined by the index map on each task order.

Section 3. TIME OF SERVICE

All work shall be completed and delivered by the date specified on the task order.

Section 4. GENERAL PROVISIONS

(a) *Personnel.* The CONTRACTOR warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

(b) *Office Space.* The CONTRACTOR agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CLIENT.

(c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior approval of the CLIENT. Any work or services subcontracted hereunder shall be specified and shall be subject to each provision of this contract.

(d) *Access to Materials.* The CLIENT agrees to make available to the CONTRACTOR the digital map data for updating, project documents, and any other information necessary, which has a direct bearing on the project, at no expense to the CONTRACTOR.

(e) *Communications.* The representative project manager of the CLIENT and the CONTRACTOR to whom communications regarding the project, which is the subject of this contract, should be directed as follows:

(1) CLIENT: Melissa Bailey
 City of Florence Planning Director
 P.O. Box 98
 Florence, AL 35631
 Phone: (256) 740-8809
 Fax: (256) 760-6323
 Email: mbailey@Florenceal.org

(2) CONTRACTOR: G SQUARED, LLC
 Zach Galyen
 Project Manager
 20 Ardmore Hwy
 Fayetteville, TN 37334
 Phone: 931-438-1414
 Fax: 931-438-1415
 Email: zgalyen@gsgmap.com

Section 5. COMPENSATION AND METHOD OF PAYMENT

CONTRACTOR shall invoice the CLIENT at the end of each month based on percentage of work completed.

The invoiced amount shall be due CONTRACTOR within 30 days after the CLIENT's acceptance of that part of the work. In no case shall the CLIENT's acceptance be delayed more than 30 days unless CONTRACTOR breaches this contract or quality deficiencies are found in the work.

Notices and invoices under this contract shall be sent to the following:

City of Florence Planning Director
Melissa Bailey
P.O. Box 98
Florence, AL 35631
(256) 740-8809

Notices and payments under this contract shall be sent to the following:

Lindsey Galyen, Jr., Principal
G Squared, LLC
20 Ardmore Highway
Fayetteville, TN 37334
(931) 438-1414

Section 6. TERMS AND CONDITIONS

(a) *Termination - General.* This Agreement may be terminated at any time for any reason by the CONTRACTOR or CLIENT. The party desiring to terminate this Agreement shall give a 60-day written notice to the other party of its intent to terminate.

(b) *Termination of Contract for Cause/Breach of Contract.* If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the CLIENT shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by the CONTRACTOR under this contract shall, at the option of the CLIENT, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents or materials.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any breach of the Contract by the CONTRACTOR, and the CLIENT may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CLIENT from the CONTRACTOR is determined.

(c) *Termination for Convenience of the CLIENT.* The CLIENT may, at its discretion, terminate the work under this agreement by giving a sixty-day written notice. If the project is terminated,

CONTRACTOR shall be equitably paid for services properly rendered prior to effective termination notice date, pro-rated on the basis of completed work.

(d) *Changes.* The CLIENT may, from time to time, request changes of the CONTRACTOR in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONTRACTOR's compensation, which is mutually agreed upon by and between the CLIENT and the CONTRACTOR, shall be incorporated in written amendments to this contract. The contract can be extended under mutually agreed provisions, through a written amendment to this document. Amendments to this contract must be executed by the CLIENT's Project Manager or the City of Florence Planning Director and by the CONTRACTOR's Project Manager.

(e) *Assignability.* The CONTRACTOR shall not assign any interest on this contract, and shall not transfer any interest in the same whether by assignment or novation, without the prior written consent of the CLIENT provided, however, that claims for money by the CONTRACTOR from the CLIENT under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the CLIENT.

This Contract shall be binding upon and inure to the benefit of any successor or assign of the CITY, and this contract shall be binding upon and inure to the benefit of any successor or assign of the CONTRACTOR, as allowed but only as allowed herein.

This Agreement shall be binding upon and inure to the benefit of any successor to the CLIENT of CONTRACTOR and such successor shall be deemed substituted for CLIENT of CONTRACTOR under the terms of this Agreement. As used in this Agreement, the term "successor" shall include any person, firm, employer or other business entity which at any time, whether by merger, purchase or otherwise, which assumes or is assigned responsibility of CLIENT of CONTRACTOR for the covered project. This Agreement shall also be binding upon and inure to the benefit of the CONTRACTOR, his heirs, executors and administrators.

(f) *Reports and Information.* The CONTRACTOR, at such times and in such forms as the CLIENT may require, shall furnish to the CLIENT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

(g) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the CLIENT.

(h) *Compliance with Local Laws.* The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Alabama and the CLIENT(s).

(i) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the CLIENT may deem necessary, the CONTRACTOR shall make available to the CLIENT for examination all of its records with respect to matters covered by this contract and will permit the CLIENT to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

The CONTRACTOR shall retain all books, documents, papers and records which are directly pertinent to the CONTRACTOR for a period of one year following completion of the contracted work and expiration of the Contract unless written permission to destroy them is granted by the CLIENT. If litigation, claim, or audit is started before the expiration of the retention period, the records shall be retained until all litigation, audits, and/or audit finding involving the records have been resolved. Contractor has implemented certain safeguards to protect said books, documents, papers, and records; however, in the event of any cyber security breach which may destroy or limit contractors access to said books, documents, papers and records, contractor will not be required to reproduce said books, documents, papers and records to CLIENT. Additionally, CONTRACTOR will not be liable for any loss CLIENT may incur as a result thereof, with the exception of gross negligence by Contractor.

(j) *Interest of Members of the CLIENT and Other Local Public Officials.* No officer, member or employee of the CLIENT and no member of its governing body, and no other public official of the governing body of the locality of localities in which the project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof. The CONTRACTOR shall take appropriate steps to assure compliance.

(k) *Interest of the CONTRACTOR.* The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed

(l) *Ownership of Documents.* The CLIENT shall be provided with a digital copy of the final report and all computer drawings, files. Copies of sketches, notes computations and other data shall be furnished upon request. The CONTRACTOR shall be released and held harmless of any subsequent liabilities resulting from extensions or enlargements of the CLIENT'S "originals".

(m) *Source Materials.* Within fourteen (14) calendar days of request, the CLIENT will provide the CONTRACTOR with the any source material requested. Should the CONTRACTOR determine there is relevant information missing from the source materials provided, which missing information is mandatory in order to proceed with completion of the contract, the CONTRACTOR will request and obtain prior authorization from the CLIENT for the additional costs associated with obtaining the same, prior to proceeding further with the contract.

The accuracy of the data contained in the source materials provided by the CLIENT, will be determined after the CONTRACTOR has completed implementation phase of the contracted services. Should the CONTRACTOR discover that the CLIENT supplied data contains inaccuracies which inaccuracies must be either (1) corrected or (2) new data obtained, before the CONTRACTOR can proceed with the completion of the work, the CONTRACTOR will quantify and provide the CLIENT with the additional costs associated with either correcting or obtaining new data. The CLIENT will provide written authorization for the additional costs prior to the CONTRACTOR proceeding further with the Contract. Upon receipt of notice of any additional costs the CLIENT has the option to (a) approve the additional costs and work required, or (b) approve the work to proceed without correcting inaccuracies. Any delay in obtaining direction or authorization from the CLIENT will be deemed and excusable delay.

(n) *Publication, Reproduction and Use of Material.* No material produced in whole or in part under this contract shall be subject to copyright by or on behalf of the CONSULTANT in the United States or in any other country. The CLIENT shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

(o) *Guarantee.* The CONTRACTOR warrants that the goods and services to be provided herein shall: Be new and of commercially reasonable quality where no quality is specified; confirm with the requirements of the Contract and any specifications or drawings incorporated herein; and be free from defects in workmanship, materials, and design, where design is the responsibility of the CONTRACTOR.

If at any time prior to the expiry of NINETY (90) DAYS from the date of the acceptance of the goods or services provided by the CONTRACTOR the goods or services, or any part thereof, do not in any way conform to the requirements of the Contract, then upon Notice to the CONTRACTOR by the CLIENT within a reasonable period of time after the discovery thereof, the CONTRACTOR shall promptly repair, replace, correct or re-perform such defective goods or services to the satisfaction of and at no cost to the CLIENT. This sole and limited warranty is in lieu of all other warranties, guarantees or representations, whether expressed or implied. In no event shall CONTRACTOR be liable for any consequential losses or damages including; loss of profit, data, use, or capital, by CLIENT arising here from. The CONTRACTOR shall guarantee the accuracy of all work performed under this contract for a period of one year upon final delivery of all products as defined in the Scope of Work. Any work not attaining the required standards and accuracies shall be corrected as soon as practical at the CONTRACTOR's expense.

Section 7. TAX RESPONSIBILITIES OF CONTRACTOR

The parties to this Agreement agree that the CONTRACTOR is an independent firm or person and that the relationship created by this agreement is that of an independent CONTRACTOR. Further, the parties agree that the CONTRACTOR is not an employee of CLIENT, and will not be treated as such for federal income tax purposes. In this regard the CONTRACTOR acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including but not limited to the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

Section 8. NON-EXCLUSIVE CONTACT

The CONTRACTOR shall devote his time, attention and energies to the fulfillment of this Agreement. If, after satisfying his responsibilities to the CLIENT, the CONTRACTOR desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then CONTRACTOR may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONTRACTOR interferes, in the opinion of the CLIENT, with the quality of services rendered to the CLIENT, then the CLIENT shall have the option of either requesting the CONTRACTOR to cease performing such additional services, or canceling this Agreement.

Section 9. INDEPENDANT CONTRACTOR RELATIONSHIP

In the performance of the work, duties and obligations evolving under this Agreement, it is mutually understood and agreed that the CONTRACTOR is at all times serving as an independent

CONTRACTOR providing the CLIENT with services as a contractor and or independent contractor. Amounts paid to the CONTRACTOR by the CLIENT as compensation for providing said services are for services purchased, and amounts paid to the CONTRACTOR shall be deemed to be fees for services to an independent CONTRACTOR and shall not be subject to any withholding. It is expressly understood that the CLIENT is interested only in the results to be achieved and the conduct and control of the work will be the sole responsibility of the CONTRACTOR. CONTRACTOR is not considered to be an agent or employee of the CLIENT for any purpose and the CONTRACTOR will not be eligible to participate in any benefits the CLIENT provides for its own employees. It is further understood and agreed that the CLIENT does not agree to use CONTRACTOR exclusively. It is further understood and agreed that, except as provided herein, CONTRACTOR is free to contract for similar services to be performed for others during the term of this Agreement.

Section 10. LIABILITY

The CLIENT shall not be liable to or for any injury to the person or property of any person, firm or corporation, and the CONTRACTOR assumes full and complete responsibility therefore. The CONTRACTOR shall be insured under the terms of the CONTRACTOR's liability insurance policy during the entire term of this contract and the performance of all work herein provided for.

Liability and Indemnification. The CONTRACTOR shall indemnify and save harmless the CLIENT from and against all manner of actions, proceedings, claims, demands, losses, costs, damages, and expenses whatsoever which may be brought or made against, or which the CLIENT may sustain, pay or incur, as a result of or in connection with the performance or non-performance of the Contract in whole or in part by the CONTRACTOR, whether in contract, tort or otherwise. The CLIENT shall provide the CONTRACTOR with timely written notice of any such claim, and will provide all relevant information and co-operate fully with the CONTRACTOR in furtherance of the CONTRACTOR's obligation herein. Notwithstanding any other provisions of this Contract, the CONTRACTOR's liability under this contract shall be limited to the lesser of the amount paid under this Contract or one million dollars (\$1,000,000.00).

Cyber Liability. The CONTRACTOR shall not be liable to or for any injury to the CLIENT for any cyber-attack, which includes, but is not limited to, adware, ransomware, and/or cyber extortion, unless it is determined that CONTRACTOR was grossly negligent in its efforts to safeguard said material. CONTRACTOR shall maintain cyber liability insurance as set forth herein below. In the event that it is determined that CONTRACTOR was grossly negligent, any claim for damages by CLIENT shall be limited to the cyber liability policy limit set forth herein.

Insurance. The CONTRACTOR shall maintain in force during the term of this Contract insurance with the following minimum limits:

- | | |
|---|-------------|
| I. General Liability | \$1,000,000 |
| II. Automobile Liability | \$1,000,000 |
| III. Professional Liability | \$1,000,000 |
| IV. Worker's Compensation as required in any jurisdiction in which work is to be performed. | |
| V. Cyber Liability | \$1,000,000 |

Upon request, the CONTRACTOR shall provide CLIENT with certificate of insurance showing evidence of the above coverage.

IN WITNESS WHEREOF, the CLIENT and the CONTRACTOR have caused this agreement to be executed by their duly authorized officers on the day and year first above written.

CITY OF FLORENCE, ALABAMA

By: Andrew E. Betterton, Mayor

Date: _____

ATTEST: _____

Date: _____

G SQUARED, LLC

By: Zach Galyen, Project Manger

Date: _____

ATTEST: _____

Date: _____

November 5, 2024

TASK ORDER # 007 TO CONTRACT FOR PROFESSIONAL MAPPING SERVICES

2025 Update and Maintenance of Orthophotography and Planimetric Mapping for the City of Florence, AL

I. Scope of Work

Maintenance of GIS map data for approximately 192 square miles and the Tennessee River with orthophotography adding approximately 30 square miles, as indicated on the attached index map and Attachment A dated November 5, 2024.

G-Squared will provide Annual Maintenance of the established base layers as follows:

1. Color Digital Orthophotographs
 - City area of 192 square miles of 1" = 100' scale 3"-pixel resolution
 - The river area of 30 square miles of 6"-pixel resolution
2. City of Florence planimetric feature layers (192 square miles of land area)

Centerline and edge of pavement	Railroad centerlines
Paved/unpaved parking lots	Runway and taxiways
Dams and earth retaining walls	Bridges and boat docks > 20'
Rivers, ponds, and lakes	Building structures > 20'
Public sidewalks	Driveways
Ditches and streams > 100'	Trails and public paths
Commercial fences > 200'	Visible culvert headwalls
Cemetery perimeters	Towers and water tanks
Parks and athletic field perimeters	2 – Foot Contour Lines

A technician will view every image on a 3D instrument and update surface data where changes have occurred. This task will create an accurate surface for image rectification and ensure that planimetric data is updated to the 2025 imagery.

All work will be performed to the established specification, which are listed in the Professional Service Agreement dated November 5, 2024. All data will be delivered to the established ESRI GIS format on a USB drive.

II. Schedule

Aerial acquisition will be completed March 15, 2025
Digital orthophotography will be completed and delivered by August 15, 2025
All planimetric updates will be completed by September 31, 2025

November 5, 2024

III. Fees and Payments

All fees and services performed by this contract have been strictly based on the Professional Service Contract dated November 5, 2024, between the City of Florence and G-Squared.

Invoices shall be submitted to the county project manager based on budget cycle and relative percentage complete and/or delivered.

Total not to exceed.....\$130,000

Please sign below and return a copy to G-Squared as notice to proceed.

Florence Authorized Representative

G-Squared Authorized Representative

By: _____
Melissa H. Bailey
Planning Director

By: _____
Zach Galyen
Project Manager

Date: _____

Date: _____

Florence, Alabama Index Map

