## RESOLUTION

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

SECTION 1. That the contract with Methvin Equipment, Inc., a copy of which is attached hereto, to provide travel, labor, equipment, materials and incidentals necessary to provide crane, transportation, erecting and dismantling services as necessary for the City of Florence Electricity Department, Florence, Alabama, in accordance with an agreed upon schedule of fees dated January, 2025, a copy of which is attached hereto, and the same is hereby approved, ratified and confirmed.

<u>SECTION 2</u>. That the Council has investigated and ascertained and hereby finds Methvin Equipment, Inc., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to Methvin Equipment, 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	y of	, 2025.
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		CITY COUNCIL	W
APPROVED this the	day of	5	_, 2025.
	_	MAYOR	
ADOPTED & APPROVED	this the	day of	, 2025.
	_	CITY CLERK-TREA	SURER

# CONTRACT

THIS CONTRACT, made and entered into in duplicate, by and between the City of Florence, Alabama, a municipal corporation, party of the first part, to and with Methvin Equipment, Inc., a corporation, party of the second part.

#### WITNESSETH:

That for and in consideration of the mutual agreement of the parties, they do consent as follows, to-wit:

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First party has heretofore accepted the proposal from the second party to provide crane, transportation, erecting and dismantling services as necessary and in accordance with an agreed upon schedule of fees as stated in the Rate Schedule dated January, 2025, a copy of which is attached hereto, for the City of Florence Utilities Electricity Department, Florence, Alabama, and all in accordance with the negotiated terms and conditions.

And first party has heretofore, in pursuance of law, negotiated with the second party to perform the work on an as needed basis at the agreed upon schedule of fees submitted by the second party in their Rate Schedule which is attached hereunto and made a part of this contract. All of the work shall be performed in accordance with the negotiated terms and conditions and the work shall be performed at a time agreed upon by both parties.

II

First party employs second party to supply the travel, labor, equipment, materials and incidentals necessary to perform the work as negotiated, all in accordance with the requirements of the City of Florence, which said requirements and all conditions set out in the negotiations are hereby referred to and adopted and made a part of this contract.

Second party shall warrant from any defect in workmanship and materials for a period of one (1) year unless otherwise stated in the attached proposal. This warranty shall exclude any normal wear and tear that may occur due to lack of maintenance or adjustment.

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Second party, for the same consideration, accepts the said agreement on the terms herein specified and subject to the following conditions, to-wit:

This is a unit price agreement at the labor rates submitted by the second party in their Rate Schedule which is attached hereunto and made a part of this contract.

This contract shall be for a one (1) year period as long as the annual total does not exceed \$30,000.00. Under no circumstances shall this contract extend beyond a three (3) year period as prescribed by Law. 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.

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The second party must maintain adequate insurance as follows: workman's compensation meeting State of Alabama statutory limits, and general liability insurance in the amounts of \$500,000.00 per occurrence; \$1,000,000.00 general aggregate; Employers liability \$500,000.00 each accident; disease — each employee \$5,000.00. The City of Florence shall be named as additional insured to the contractor's liability insurance policy.

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

The second party shall (1) furnish a sworn affidavit acknowledged before a notary public that the second party does not knowingly employ, hire for employment, or continue to employ, any unauthorized alien; (2) provide documentation that the second party is enrolled in the E-Verify program; (3) during the performance of this contract, participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations; and (4) require each of its subcontractors to enroll in the E-Verify program and to furnish a sworn affidavit before a notary public that the establishing that the subcontractor is enrolled in the E-Verify program.

VII

Payment to second party shall be made only for the actual quantities of work performed and accepted or materials furnished in accordance with this contract. Any additional work 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.

### VIII

Each and every provision of law and cause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall read and be enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted herein and if correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

Second party agrees to indemnify and save harmless first party from any claim, 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 second party is an independent contractor and not an employee, agent or representative of the first party. 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, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The second party shall secure and pay for all required licenses and permits.

	Executed at Flo	rence, A	labama, this day of	_, 2025
			CITY OF FLORENCE, ALABAMA a municipal corporation	
		BY:		
ATTEST:			Mayor	
			FIRST PARTY	
			METHVIN EQUIPMENT, INC. a corporation	
ATTEST:		BY:_		
ATTEST.				
			ITS:	

**SECOND PARTY** 

Crane Service Machinery Moving Heavy Hauling Engineered Heavy Lifts



# Methvin Equipment, Inc.

Methvin Crane and Rigging has been lifting, transporting, erecting, and dismantling for contractors, industries, and utilities since 1969. Methvin Crane is a small company (15 employees) that takes great pride in its long-standing relationships with its customers. We feel our success is a result of quality work at a fair price.

# RATES

Effective January 2025

TRUCK CRANES - all crane rates include operator and standard rigging:

15 ton Broderson Carry Deck	\$175.00/hr.	4 hr. min. plus hauling if required	
19 ton Boom Truck	\$150.00/hr.	3 hr. min 4 available	
35 ton Crane	\$200.00/hr.	4 hr. min-	
40 ton Crane	\$200.00/hr.	4 hr. min 3 available	
40 ton Crane/Grove Rough Terrain	\$225.00/hr.	4 hr. min. plus mobilization	
50 ton Crane/Grove All Terrain	\$225.00/hr.	4 hr. min.	
60 ton Crane	\$225.00/hr.	4 hr. min.	
80 ton Crane	\$275.00/hr.	8 hr. min. plus mobilization-3 available	
	(Mobilization cost de	ost depending on distance and location)	
115 ton Crane/Grove GMK	\$375.00/hr.	8 hr. min. plus mobilization	
	(Mobilization cost depending on counterweight requirements)		

<sup>\*\*\*</sup> There is a \$35.00/hr charge for Crane Operator overtime. \*\*\*

WINCH TRUCK \$150.00/hr 4 hr. min.

FORKLIFTS - Prices include operator and truck to deliver:

6000# Forklift	\$90.00/hr.	2 hr. min. 4 lifts available
10000# Cat Reach All	\$125.00/hr.	4 hr. min.
10000# Cat High Lift	\$125.00/hr.	4 hr. min.
15000# Forklift with boom & rigging	\$150.00/hr.	4 hr. min. 4 lifts available
33000# Pneumatic Tire Forklift	\$175.00/hr.	8 hr. min. 2 lifts available
25/35 Versalift Forklifts	\$275.00/hr.	8 hr. min.
40/60 Versalift Forklift	\$325.00/hr.	8 hr. min. 3 lifts available
60/80 Versalift Forklift	\$375.00/hr.	8 hr. min.

<sup>\*10000#</sup> propane powered lift with 5 stage mast will go in 8' doorway and lift to 32'.

RATES ON SPECIAL LIFTS QUOTED BY JOB. ALL POOLS- 4 HOUR MIN

Fabrication Shop with certified welder

\$90.00/hr.

### TRUCKING RATES:

One ton Flatbed	\$110.00/hr.	1 hr. min.
Tandem Axle Flatbed	\$150.00/hr.	2 hr. min.
Tractor to move trailers	\$150.00/hr.	2 hr. min.
Tractor w/flatbed or van	\$175.00/hr.	4 hr. min
Tractor w/drop deck	\$175.00/hr.	4 hr. min.
Tractor w/ double drop deck	\$175.00/hr.	4 hr. min.
Tractor w/2 axle detachable neck	\$200.00/hr.	4 hr. min.
Tractor w/3 axle folding neck	\$200.00/hr.	4 hr. min.
Tractor w/3 axle detachable neck	\$250.00/hr.	4 hr. min.

TARPING CHARGES: \$200.00-\$400.00 depending on load.

Any permits required will be charged at cost, plus 20%.

Regular rates apply from 7:00 a.m. to 3:30 p.m. Monday through Friday. *Overtime rates apply at all other times*.

Labor rates rate from \$80.00-\$100.00 per hour depending on certification and experience.

If called after hours, on weekends, or Holidays, a 4 hr. min. charge applies to all jobs.

Double Time rates apply on Sunday and Holidays.

We DO NOT work on Christmas Eve after 12:00 a.m. or on Christmas Day.

# TOOL TRUCKS:

Tool Trucks with welder, welding machine, torch, and supplies: \$100.00/hr.

Rigging Truck with jacks, rollers, hoist, blocking, tools, welders, and torch – charges vary depending on what equipment is used: \$70.00 - \$90.00/hr.

Special rigging and spreader bars furnished on request. Charges will be for delivery.

Equipment used in harsh conditions requiring clean-up may be subject to additional charges.

Due to the cost of our insurance and the liability involved we do not handle expensive equipment (such as CNC machines) for hourly rates alone. Machines with a value exceeding \$1 million dollars must be acknowledged beforehand.

We have many special pieces of equipment for lifting and moving machinery that we have spent years accumulating and paying for. <u>WE DO NOT LOAN OR RENT THEM OUT.</u>

If this rate sheet is over 6 months old, our costs may have changed causing our rates to change without notice.

810 Terrace Street, P.O. Box 942, Florence, AL 35630 Phone: (256) 766-5868 Fax: (256) 766-8359