

RESOLUTION

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

SECTION 1. That the Master Professional Services Agreement No. 2632, dated January 6, 2025, with LaBella Associates, D.P.C., a copy of which is attached hereto, to provide professional environmental consulting services for the City of Florence Landfill, Florence Alabama, based on the Rate Schedule attached as Exhibit B, the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds LaBella Associates, D.P.C., to be qualified, responsible, and competent to perform said services.

SECTION 3. That the contract for such services be awarded to LaBella Associates, D.P.C., 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 _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2025.

CITY CLERK-TREASURER

**Master Professional Services
Agreement No. 2632**

Dated January 6, 2025

between

**LaBella Associates, D.P.C.
("LaBella")**

and

**City of Florence
450 Country Club Drive
Florence, AL 35633
("Client")**

For services related to the following:

Professional Environmental Consulting Services

LaBella and Client hereby agree as follows:

1. **Description of Services:** Client engages LaBella to perform professional services on various projects as set forth and described in proposals which shall be submitted by LaBella in response to the Client's requests. LaBella accepts this engagement, and shall perform such services in accordance with the terms and conditions of this contract attached as *Exhibit A*.
2. **Compensation for Services:** LaBella's fees with respect to each project shall be set forth in each proposal, or as modified in writing signed by both parties. Client shall compensate LaBella for its professional services in accordance with LaBella's Professional Rate Schedule attached as *Exhibit B*. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
3. **Insurance:** LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:
 - Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
 - Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
 - Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;

- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

4. **Indemnification:** To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the lesser of \$200,000 or the available proceeds of LaBella's insurance coverage.

LaBella Associates, D.P.C.

City of Florence

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A
Terms and Conditions

Exhibit A Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall re-negotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights. Upon payment for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are

cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Exhibit B
Rate Schedule

RATE SCHEDULE

PROFESSIONAL STAFF (RATES PER HOUR)	
ENGINEERING	
Staff Engineer	\$111
Senior Staff Engineer	\$123
Project Engineer	\$135
Senior Project Engineer	\$152
Technical Engineer	\$175
Senior Technical Engineer	\$190
Sustainability Manager	\$190
Senior Regulatory Engineer	\$215
ENVIRONMENTAL	
Environmental Technician	\$88
Senior Environmental Technician	\$100
Staff Geologist/Scientist	\$105
Project Geologist/Scientist	\$120
Senior Project Geologist/Scientist	\$130
Technical Geologist/Scientist	\$150
Senior Technical Geologist/Scientist	\$175
Senior Technical Advisor	\$210
Senior Regulatory Advisor	\$210
FACILITY OPERATIONS	
Operations Consultant	\$190
Equipment Operator Trainer	\$230
COMPUTER-AIDED DESIGN/DRAFTING	
CADD Operator	\$85
CADD Designer	\$102
Senior CADD Designer	\$108
Drone Operations Leader	\$125
ADMINISTRATIVE	
Administrative Assistant	\$65

Fees for professional services include time incurred on a specific project by professional, technical, and administrative personnel and administrative fees, reimbursable expenses, consultant fees, vehicle expenses, and field expenses. Personnel charges are portal-to-portal from our office or from overnight accommodations when out of town. Personnel charges are not made for overhead work such as general secretarial services, office management, and accounting. The hourly rates and expenses are subject to annual adjustments based on a calendar year.

COURT PROCEEDINGS

All requests for appearance before a Judge or other Officer of the court will be billed on a per diem basis at a rate of \$3,120 per day, plus direct expenses. Other litigation support will be billed at a rate of \$390 per hour, plus direct expenses.

PROFESSIONAL STAFF (RATES PER HOUR)	
CORPORATE MANAGEMENT	
Principal Geologist	\$210
Division Director	\$220
Principal Engineer	\$260

FIELD EXPENSES	
When directly related to a project, the following field expenses will be billed at our calculated costs as units.	
Electronic Water Level Meter	\$30 Per Day
Electronic Oil/Water Interface Probe	\$60 Per Day
Hand Auger	\$40 Per Day
Laser Survey Level	\$175 Per Day
GPS	\$175 Per Day
ATV	\$125 Per Day
PID	\$150 Per Day
Miscellaneous Field Supplies/Equipment	\$15 Per Day
Power Tools	\$40 Per Day

FIELD EQUIPMENT DAILY RATES

Field Equipment (All Inclusive Daily Rates)	Units/Day	Unit Cost
Groundwater Monitoring Daily Rate (includes all equipment and expendables)	1-50 ft	\$200
	51-200 ft	\$400
	201-400 ft	\$480
	401-600 ft	\$550
	601-800 ft	\$650
	801-1,000 ft	\$750
	1,001-1,200 ft	\$850
	1,201-1,400 ft	\$950
Gas Monitoring		\$150
Well Development	1-175 ft	\$100

Note: When LaBella equipment is not available for a project, equipment charges will be billed at rental cost plus 15%.

VEHICLE EXPENSES

When directly related to a project, the following vehicle expenses will be billed at our calculated costs as units.

Vehicle Expense: Vehicle expense includes the daily costs for the use of company field vehicles and fuel.

Vehicle Expense	\$125 Per Half-Day
Vehicle Expense	\$175 Per Day
Vehicle Expense	\$525 Per Week

Note: When LaBella vehicles are not available for a project, travel expenses listed in the reimbursable expenses section will apply.

EXPENSES AND FEES

Reimbursable Expenses and Consultant Fees: When directly related to a project, the reimbursable expenses and consultant fees will be billed at cost plus 15%.

Consultant: The fees of consultants to LaBella Associates, who may perform surveying, geotechnical, laboratory, drilling or other technical or consulting services.

Copy and Reproduction Services: Copy and reproduction expenses include the cost of using professional copy and reproduction.

Delivery: Delivery expenses include the cost of using delivery and express services.

Travel: Travel expenses include the cost of airfare, taxi, rental cars and fuel, tolls and parking. Employee vehicle reimbursement will be the current IRS standard mileage rate.

Lodging: Lodging expenses include the cost incurred during project related travel.

Meal: Meal expenses include the cost incurred during project-related travel.

Miscellaneous: Miscellaneous expenses include the cost of expendable field supplies and other expenses directly incurred during a project.