

RESOLUTION

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

SECTION 1. That the contract with Wisener, LLC, situated in Guntersville, Alabama, a copy of which is attached hereto, to provide right-of-way acquisition services, including appraisals and negotiations with property owners to acquire necessary easements, all in accordance with State and Federal guidelines for the Berry Road/Greenbrier Road Drainage Improvement Project, Florence, Alabama, for the City of Florence Engineering Department, Florence Alabama, in the estimated contract amount not to exceed \$9,000.00, and the same is hereby approved, ratified, confirmed and attached.

SECTION 2. That the Council has investigated and ascertained and hereby finds Wisener, LLC, to be qualified, responsible, and competent to perform said services.

SECTION 3. That the agreement for such services be awarded to Wisener, LLC, 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

STATE OF ALABAMA X
 X
COUNTY OF LAUDERDALE X

CONTRACT

THIS AGREEMENT IS MADE AND ENTERED INTO IN DUPLICATE, by and between the City of Florence, Alabama, (hereinafter "City"), and Wisener, LLC, (hereinafter "Consultant").

WITNESSETH:

THAT, WHEREAS, the City wishes for the Consultant to provide professional services for right-of-way acquisition services for necessary easements as stated in the attached estimate dated January 27, 2025, for the Berry Road/Greenbrier Road Drainage Improvement Project, 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 right-of-way acquisition services, including appraisals and negotiations with property owners to acquire necessary easements, all in accordance with State and Federal guidelines for the Berry Road/Greenbrier Road Drainage Improvement Project, 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 in the Consultant's estimate dated January 27, 2025, which is attached hereunto and made a part of this contract, the City shall pay the Consultant the estimated amount not to exceed \$9,000.00 (nine thousand dollars).

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 _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

ATTEST:

BY: _____
Mayor

CITY CLERK-TREASURER

“CITY”

WISENER, LLC
a limited liability company

ATTEST:

BY: _____
ITS: _____

“CONSULTANT”



WISENER, LLC
Real Estate Acquisition and
Engineering Services

January 27, 2025

City of Florence
Attn: Bill Batson
PO Box 98
Florence, AL 35631

Re: Estimate for Right-of-Way Acquisition Services
Berry Road/Greenbrier Road Drainage Improvements
City of Florence

Dear Mr. Batson:

We would first like to thank you for considering our services for this project. We have reviewed your request concerning the above referenced project to provide the following services:

Appraisals - 2 Tracts

Including all documentation as required by the DOT Appraisal will be completed in accordance to State and Federal guidelines as a before and after report and following USPAP. We will be using an appraiser who is qualified with this type report and is on the State's approved list.

Negotiations-2 tracts

Negotiations with the property owners of this project to acquire the necessary easements for drainage project using appropriate State and Federal guidelines.

We have estimated that our fees will not exceed \$9,000.00 to provide the above services. This fee is based on the acquired right of way as shown on the illustrations provided by your office and a visual inspection of the project. This proposal does not include legal services, appraisal updates, second appraisals, appraisals for court or expert witness fees. If it is determined that these services will be needed, we can add them in a supplemental agreement. Also, if tracts are revised, added or deleted we will adjust our proposal accordingly.

Thank you again for considering our services and we look forward to working with you. Please let me know if you have any questions.

Sincerely,

Bradley Wisener

BREAKDOWN OF FEES

Appraisals-

2 Tracts @ \$3,500 per tract= \$7,000

Negotiations- \$1,000 per tract (2 tracts) = \$2,000

Total: \$9,000