RESOLUTION

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

SECTION 1. That the agreement dated January 30, 2025, with CDG, Inc., a copy of which is attached hereto, to provide professional engineering consulting services for the City of Florence Landfill, Florence, Alabama, based on Permit No. 39-05, and the standard fee schedule attached, not to exceed \$25,000.00. The same is hereby approved, ratified and confirmed.

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

<u>SECTION 3</u>. That the contract for such services be awarded to CDG, 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 of, 2025.
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	, <u></u>
	CITY COUNCIL
APPROVED this the day o	
	MAYOR
ADOPTED & APPROVED this the	day of, 2025.
	CITY CLERK-TREASURER



11 West Court Square Andalusia, AL 36420 Post Office Box 278 Andalusia, AL 36420 Tel (334) 222-9431 Fax (334) 222-4018

cdge.com

January 30, 2025

Via email: WKoonce@florenceal.org

Mr. David Koonce Florence Municipal Solid Waste Landfill 110 West College St. Florence, Alabama 35630

Reference:

General Services Proposal

Florence Municipal Solid Waste Landfill

Florence, Alabama Permit No. 39-05

Dear Mr. Koonce:

CDG, Inc. (CDG) is pleased to provide this proposal for engineering consulting services to assist the City of Florence with addressing environmental issues that may arise at the Florence Municipal Solid Waste Landfill (Landfill). Please see below our proposed scope of services and summary of anticipated costs.

SCOPE OF SERVICES

CDG recommends that a General Services task be established since the extent of services is not currently known and therefore cannot be accurately estimated. The General Services task would only be utilized by CDG on an as-needed basis, upon request and approval by the City of Florence.

GENERAL SERVICES

The scope of services for this task may include, but is not limited to, the following activities:

- Assisting with Landfill operational issues
- Attending meetings with Landfill staff, city/county officials, and/or regulatory agencies
- Regulatory research and interpretation assistance
- Responding to correspondence and/or requests from regulatory agencies and other sources
- Assistance and/or guidance with required reports and/or plans
- Developing schedules and budgets for Solid Waste Management Facility requirements and/or operations



SCHEDULE AND FEE ESTIMATE

Schedules for the services requested under this proposal will be agreed upon by both parties prior to beginning work on each request. The initial budget for this scope of work is \$25,000.00 to be billed monthly on a time/material basis. CDG will be compensated for time/material in accordance with CDG's standard rates in effect at the time of performance, provided that total compensation will not exceed \$25,000.00 without the authorization of the City of Florence. CDG's Standard Fee Schedule is attached to this proposal.

AUTHORIZATION

The attached Proposal Acceptance Sheet and Terms & Conditions for Professional Engineering Services will govern our services for the contract. If this proposal is acceptable to the City of Florence, please sign the attached Proposal Acceptance Sheet and Terms & Conditions for Professional Engineering Services and return a copy to me via email at eric.sanderson@cdge.com.

CDG appreciates the opportunity to submit this proposal and looks forward to working with you and the City of Florence Team. Please call me at (334) 332-8402 if you have any questions regarding this proposal or would like additional information.

Sincerely,

CDG, Inc.

Eric Sanderson, P.E. Practice Leader

CDG 2025 STANDARD FEE SCHEDULE

GEOMATICS	No.	PROJECT ADMINISTRATION	13121 WK 150
Survey Crew Member I	\$105.00	Administrative Assistant I	\$105.00
Survey Crew Member II	\$125.00	Administrative Assistant II	\$125.00
Survey Crew Chief	\$140.00	Administrative Assistant III	\$140.00
Survey Coordinator	\$160.00	Project Professional I	\$160.00
Professional Land Surveyor	\$190.00	Project Professional II	\$190.00
7.0000000000000000000000000000000000000		Project Professional III	\$215.00
CONSTRUCTION ENGINEERING & INSPECT	ION		
Construction Quality Technician I	\$105.00	FIELD SERVICES	
Construction Quality Technician II	\$125.00	Technician I	\$105.00
Construction Quality Technician III	\$140.00	Technician II	\$125.00
Sr. Construction Quality Technician I	\$160.00	Technician III	\$140.00
Sr. Construction Quality Technician II	\$190.00	Technician IV	\$160.00
		Technician V	\$190.00
PROJECT DESIGN		Field Services Superintendent I	\$190.00
Project Designer I	\$140.00	Field Services Superintendent II	\$215.00
Project Designer II	\$160.00	Field Services Superintendent III	\$240.00
Project Designer III	\$190.00		
Project Designer IV	\$215.00	LAB SERVICES	1-11-11
Project Designer V	\$240.00	Lab Services Superintendent I	\$190.00
		Lab Services Superintendent II	\$215.00
ENGINEERING		Lab Services Superintendent III	\$240.00
Engineer I	\$160.00		
Engineer II	\$190.00	ENVIRONMENTAL SCIENCE	
Engineer III	\$215.00	Environmental Scientist I	\$140.00
Engineer IV	\$240.00	Environmental Scientist II	\$160.00
Engineer V	\$270.00	Environmental Scientist III	\$190.00
Engineer VI	\$295.00	Environmental Scientist IV	\$215.00
		Environmental Scientist V	\$240.00
PROJECT MANAGEMENT	经产业	Environmental Scientist VI	\$270.00
Project Manager I	\$190.00		
Project Manager II	\$215.00	GEOLOGY	
Project Manager III	\$240.00	Geologist I	\$140.00
Project Manager IV	\$270.00	Geologist II	\$160.00
Team Leader I	\$295.00	Geologist III	\$190.00
Team Leader II	\$325.00	Geologist IV	\$215.00
		Geologist V	\$240.00
PRINCIPAL		Geologist VI	\$270.00
Principal I	\$325.00		
Principal II	\$340.00		
G. District	****		

The Standard Hourly Rates and Reimbursable Expenses schedule are subject to an annual rate increase effective January 1st of each year.

\$370.00

Sr. Principal



PO BOX 278 ANDALUSIA, AL 36420 PHONE: 334-222-9431 11 WEST COURT SQUARE ANDALUSIA, AL 36420 FAX: 334-222-4018

PROPOSAL ACCEPTANCE SHEET

	1 Table 1 Tabl		
Identification of Services	Engineering Services		
Project Name	City of Florence Transfer Station		
Project Location	Florence, Alabama		
CLIENT			
Name	City of Florence		
Address	110 West College Street, Florence, Alabama 35630		
Phone Number	(256) 760-6495		
Fax Number			
Email Address	dkoonce@florenceal.gov		
Attention:	Mr. David Koonce		
FOR CORRESPONDENCE (i	f different than client)		
Name			
Email			
Phone No.			
SCOPE:			
	and the form		
See attached Proposal Docume	ent dated 1/30/25		
FFF: 62F 000 00			
FEE: \$25,000.00			
PROPOSAL ACCEPTANCE	* · · * · ·		
	Proposal, including the terms on this page and the attached are		
Accepted this day of			
Accepted this day of			
City of Florence	CDG, INC.		
Print or type individual, firm or corporate l	pody name Print or type individual, firm or corporate body name		
Signature of authorized representative	Signature of authorized representative		
	5,0.313.2 5. 2411011204 1081001141110		
Print or type name of authorized represen	tative and title Print or type name of authorized representative and title		

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED AND PROPOSAL DURATION. CDG, Inc. (hereinafter CDG) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. The stated scope and associated fee or unit-rate compensation is valid for 60 days from the date of the proposal.

PAYMENT TERMS. Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and CDG reserves the right to suspend all work until payment is received. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay CDG for all costs incurred to date plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's total liability to the Client for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under Engineer's liability insurance in effect at the time such claims are made. The Client hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Client shall indemnify and hold harmless Engineer and Engineer's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, CDG shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, CDG will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. CDG shall not assign any interest on this Agreement 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 Client from CDG under this Agreement 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

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by CDG under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. CDG shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and CDG shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama.

CDG signature agreeing to above terms	Client signature agreeing to above terms