

**RESOLUTION**

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

**SECTION 1.** That the professional services contract with Patterson & Dewar Engineers, Inc., a copy of which is attached hereto, to perform general engineering services to be used for field visits and office work as requested by the Florence Electricity Department, Florence, Alabama. The same is hereby approved, ratified and confirmed.

**SECTION 2.** That the Council has investigated and ascertained and hereby finds Patterson & Dewar Engineers, Inc., to be qualified, responsible, and competent to perform said services.

**SECTION 3.** That the contract for such services be awarded to Patterson & Dewar Engineers, 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY COUNCIL

APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CITY CLERK

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of March 1, 2025 (“Effective Date”) between

City of Florence Utilities (“Owner”)

and Patterson & Dewar Engineers, Inc. (“Engineer”)

Engineer agrees to provide the services described below to Owner Per Owner’s request (“Project”).

Description of Engineer’s Services: General engineering services as desired

Engineering services to be used for field visits and office work, as requested by Owner.

Field visits will be scheduled at a time mutually satisfactory to both parties with expenses billed separately

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth above, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

by either party upon 30 days’ written notice to the other party.

**5.01 Controlling Law**

A. This Agreement is to be governed by the law of the state in which the Owner is located.

**6.01 Successors, Assigns, and Beneficiaries**

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**7.01 General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor’s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor’s work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor’s work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor’s agents or employees or any other persons (except Engineer’s own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. All design work product prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

F. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other’s employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

G. Engineer shall maintain insurance with the following required coverages and limits, and upon request, will provide proof of insurance to Owner.

Worker's Compensation	U.S. \$1,000,000
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$2,000,000 aggregate
Commercial Auto Liability	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$5,000,000 per claim and in the aggregate

**8.01 Total Agreement**

A. This Agreement (consisting of pages 1 to 3 inclusive together with any expressly incorporated appendices), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**9.01 Payment (Monthly Rate Plus Reimbursable Expenses)**

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer amounts as specified on Statements of Work.
- B. Any work will be amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees multiplied by standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses at cost and Engineer’s consultants’ charges, if any, at cost plus 20%.
- C. Engineer’s Standard Hourly Rates are attached as Exhibit A.

**10.01 Term of Agreement**

A. The term of this Agreement shall be for three years beginning on March 1, 2025 and ending on February 28, 2028, unless otherwise terminated or provided herein. .

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

Signed: \_\_\_\_\_

Signed: Myrick C Cannon

Name: \_\_\_\_\_

Name: Myrick Clinton Cannon, P.E.

Title: \_\_\_\_\_

Title: Vice President

Date Signed: \_\_\_\_\_

Date Signed: March 11, 2025

Address for giving notices:

Address for giving notices:

City of Florence Utilities

Patterson & Dewar Engineers, Inc.

P. O. Box 877 (110 W. College Street)

850 Center Way

Florence, AL 35631 (35630)

Norcross, Georgia 30071

Exhibit A

PATTERSON & DEWAR ENGINEERS, INC.  
 Norcross, Georgia  
 FEES FOR GENERAL UTILITY ENGINEERING SERVICES  
 EFFECTIVE: JANUARY 1, 2025

CLASSIFICATION

\$ PER HOUR

**ENGINEERING**

Engineering Technician I	121.00
Engineering Technician II	133.00
Engineering Technician III	147.00
Engineering Technician IV	159.00
Systems Integration Technician	193.00
Engineering Test Technician	159.00
Engineering Associate I	134.00
Engineering Associate II	145.00
Sub/Trans. Engineering Associate I	150.00
Sub/Trans. Engineering Associate II	160.00
Sr. Engineering Associate I	159.00
Sr. Engineering Associate II	176.00
Sr. Engineering Associate III	226.00
Sub/Trans. Sr. Engineering Associate I	192.00
Sub/Trans. Sr. Engineering Associate II	214.00
Engineering Supervisor I	207.00
Engineering Supervisor II	223.00
Project Consultant	173.00
Senior Project Consultant	218.00
Principal Project Consultant	237.00
Engineer I	165.00
Engineer II	179.00
Engineer III	199.00
Project Engineer	209.00
Sub/Trans. Engineer I	185.00
Sub/Trans. Engineer II	196.00
Sub/Trans. Engineer III	215.00
Sub/Trans. Project Engineer	235.00
Senior Engineer	225.00
Sub/Trans. Senior Engineer	242.00
Principal Engineer I	259.00
Principal Engineer II	282.00
Principal Engineer III	309.00
Sub/Trans. Principal Engineer I	269.00
Sub/Trans. Principal Engineer II	298.00
Sub/Trans. Principal Engineer III	322.00

Exhibit A

PATTERSON & DEWAR ENGINEERS, INC.  
 Norcross, Georgia  
 FEES FOR GENERAL UTILITY ENGINEERING SERVICES  
 EFFECTIVE: JANUARY 1, 2025

CLASSIFICATION

\$ PER HOUR

**CAD**

CAD Technician I	101.00
CAD Operator I	112.00
CAD Operator II	125.00
CAD Operator III	135.00
Senior CAD Designer I	148.00
Senior CAD Designer II	155.00
Senior CAD Designer III	163.00
Senior CAD Designer IV	173.00

**SURVEYING & GIS**

Survey Technician/CAD	122.00
Senior Survey Technician/CAD	146.00
Surveying Project Manager	114.00
Survey Field Technician	103.00
Crew Chief	109.00
Senior Crew Chief	122.00
Registered Land Surveyor	177.00
Survey 1-man crew	129.00
Survey 2-man crew	191.00
Survey 3-man crew	205.00
GIS Specialist I	122.00
GIS Specialist II	135.00
GIS Specialist III	150.00

**PROJECT SUPPORT**

Admin Assistant	99.00
Project Coordinator I	124.00
Project Coordinator II	134.00
Project Coordinator III	147.00
Project Coordinator IV	157.00

**TESTING**

Test Associate	214.00
Test Technician	230.00
Senior Test Technician	253.00

TRAVEL AND EXPENSES  
 PRINTS, PHONE CALLS, ETC.  
 OUTSIDE CONSULTANT

- Actual Out-of-Pocket Cost  
 - Actual Cost  
 - Actual Cost + 20%

NOTE: Fees are subject to annual increases.

