

Sponsor: Batson, Engineering Dept.

RESOLUTION

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

SECTION 1. That the contract with White, Lynn, Collins and Associates, Inc., a copy of which is attached hereto, for construction engineering and inspection services for the Alabama Department of Transportation Project No. TAPOA-TA22(933), for construction of sidewalk along Bradshaw Drive and shared use path along Helton Drive (AL17), Florence, Alabama, and the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds White, Lynn, Collins and Associates, Inc., to be qualified, responsible and competent to perform said services.

SECTION 3. That the contract for such services be awarded to White, Lynn, Collins and Associates, Inc., and that the proper officials of the City execute the contract in the name of and on behalf of said City.

ADOPTED this _____ day of _____, 2025.

CITY COUNCIL

APPROVED this _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2025.

CITY CLERK

STATE OF ALABAMA
COUNTY OF LAUDERDALE

**CONTRACT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
FOR
ALDOT PROJECT NO. TAPOA-TA22(933)
CONSTRUCTION OF SIDEWALK ALONG BRADSHAW DRIVE AND
SHARED USE PATH ALONG HELTON DRIVE (AL 17)
CITY OF FLORENCE – LAUDERDALE COUNTY**

This agreement entered into as of the _____ day of _____, 2025, by and between the City of Florence, hereinafter known as the Owner and White, Lynn, Collins and Associates, Inc., Florence, Alabama, hereinafter known as the Engineer.

WITNESSETH

Whereas, the Owner desires to undertake the construction of Project TAPOA-TA22(933), Construction of Sidewalk Along Bradshaw Drive And Shared Use Path Along Helton Drive (AL 17) in the City of Florence, and whereas ALDOT requires the project sponsor to provide specific construction engineering services, the Owner desires to engage the Engineer to render these required technical services in connection with such undertakings of the Owner,

Now therefore, the parties hereto do mutually agree as follows, to-wit:

1. SCOPE OF WORK

White, Lynn, Collins and Associates, Inc. will provide the necessary construction engineering and inspection services on the project to insure compliance with the plans and specifications and maintain all diaries, records and reports required by ALDOT for payment of contractor invoices.

2. TIME OF COMPLETION

White, Lynn, Collins and Associates, Inc. will be on the job site until the project is completed by the Contractor and within the contract time allowed.

3. COMPENSATION

For the Scope of Work outlined above, WLC will be reimbursed as follows:

Construction Engineering and Inspection Services -
Hourly Not to Exceed\$74,293.51

4. METHOD OF PAYMENT

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefore, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172. **(See attached EXHIBIT A Schedule of Fees to be used in developing invoices).**

The ENGINEER will keep separate records of construction engineering and inspection cost, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with Part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information and must be supported by the ENGINEER'S records. All records will be made and kept in keeping with generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, State and Federal Highway Administrations, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work.

The actual cost of work accomplished will include (1) all costs related to salaries of employees for time directly chargeable to the project; the salaries of principals for time they are productively engaged in work necessary to fulfill the terms of this contract; (2) Salary additives, the ENGINEER'S expenses and overhead to the extent they are properly allocable to the project; and (3) subcontractor cost, computed on basis of actual out-of-pocket expenses plus a five percent (5%) administrative additive.

Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for

The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the OWNER of all claims and liability to the ENGINEER, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER.

Overtime worked on this project is defined and will be billed as follows:

- a. Billable overtime is all time worked over forty hours each week or holidays observed by the ENGINEER.
- b. The hourly overtime rate will be 1.5 times the hourly billable rate.
- c. Hours worked on holidays observed by the ENGINEER will be billable at an hourly rate of 2 times the hourly billable rate. Billable holiday work will require prior approval by the STATE.

5. TERMINATION OF CONTRACT FOR CAUSE.

If through any cause, the Engineer fails to fulfill in timely and proper manner his obligations under this contract, or if the Engineer violates any of the covenants, agreements or stipulations of this contract, the Owner will thereupon have the right to terminate this contract by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other material prepared by the Engineer under this contract shall, at the option of the Owner, become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Engineer shall not be relieved of liability to the Owner for damages sustained by Owner by virtue of any breach of the contract by the Engineer, and Owner may withhold any payments to the Engineer for purpose of setoff until such time as the exact amount of damages due the Owner from the Engineer is determined.

6. TERMINATION OF CONTRACT FOR CONVENIENCE OF THE OWNER.

Owner may terminate this contract at any time by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph four (4) above, shall at the option of the Owner become its property. If the contract is terminated by the Owner as provided herein, the Engineer will be paid an amount which bears the same ratio to the total compensation as the construction contract services actually performed bear to the total cost of the construction contract, less payments of compensation previously made. If this contract is terminated due to the fault of the Engineer, paragraph four (4) hereof relative to termination shall apply.

7. CHANGES.

Owner may, from time to time, require changes in the Scope of Services of the Engineer to be performed thereunder. Such changes including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Owner and the Engineer, shall be incorporated in written amendments to this contract.

8. INTEREST OF OFFICIALS OF OWNER AND OTHERS.

No officer, member or employee of the Owner and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporations, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof.

9. ASSIGNABILITY.

The Engineer shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Owner.

10. INTEREST TO ENGINEER.

The Engineer covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having any such interest shall be employed.

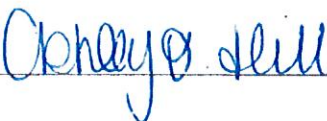
11. FINDINGS CONFIDENTIAL.

Any reports, information, maps, data, etc., given to or prepared or assembled by the Engineer under this contract which the Owner requests to be kept confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the Owner.

IN WITNESS WHEREOF the Owner and the Engineer have executed this agreement as of the date first above written.

ATTEST:

WHITE, LYNN, COLLINS AND ASSOCIATES, INC.





VICE -PRESIDENT

ATTEST:

CITY OF FLORENCE, ALABAMA

MAYOR

EXHIBIT A

SCHEDULE OF FEES (Includes Overhead & Profit Margin)

Work Classification	Hourly Pay Rate
SENIOR PROJECT MANAGER	\$120.00
SENIOR INSPECTOR	\$75.00
INSPECTOR LEVEL 2	\$65.00
INSPECTOR LEVEL 1	\$50.00
ADMINISTRATIVE ASSISTANT	\$65.00
PROFESSIONAL CIVIL ENGINEER	\$120.00
ENGINEERING ASSISTANT	\$80.00
PROFESSIONAL LAND SURVEYOR	\$120.00
CAD OPERATOR	\$75.00
SURVEY PARTY CHIEF	\$100.00
SENIOR SURVEYOR	\$85.00
SURVEYOR LEVEL 2	\$75.00
SURVEYOR LEVEL 1	\$50.00