

**RESOLUTION**

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

**SECTION 1.** That the contract with Create Architects, Inc., a copy of which is attached hereto, to provide professional services for creating the Life Safety Plan, for the City of Florence Street Department and Central Garage, Florence, Alabama, in the contract amount of \$2,500.00 plus hourly rates for measuring and drawings as stated in the attached email dated January 16, 2025, and the same is hereby approved, ratified and confirmed.

**SECTION 2.** That the Council has investigated and ascertained and hereby finds Create Architects, Inc., to be qualified, responsible, and competent to perform said services.

**SECTION 3.** That the contract for such services be awarded to Create Architects, 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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\_\_\_\_\_  
\_\_\_\_\_

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 Create Architects, Inc., (hereinafter "Consultant").

WITNESSETH:

THAT, WHEREAS, the City wishes the Consultant to provide professional services for creating the Life Safety Plan for the City of Florence Street Department and Central Garage, 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 all labor and materials necessary to provide professional services for creating the Life Safety Plan for the City of Florence Street Department and Central Garage, Florence, Alabama, and all in accordance with the proposals as attached hereunto.

ARTICLE 2 - FEES AND COMPENSATION

In consideration of the performance of the elements described as the SCOPE OF WORK, the City shall pay the Consultant the amount of \$2,500.00 (two thousand five hundred dollars) plus an hourly rate of \$180.00 (one hundred eighty dollars) for the Architect's fee and \$100.00 (one hundred dollars) for the Intern's fee to measure and draw the existing building and is the price submitted by the Consultant in their email dated January 16, 2025, which is attached hereunto and made a part of this contract.

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 days 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 end of the calendar month 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 venturers 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 performance of



professional services be by the Consultant or anyone directly or indirectly employed by the Consultant.

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”

CREATE ARCHITECTS, INC  
a corporation

ATTEST: BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

\_\_\_\_\_

“CONSULTANT”

## Jennifer Threet

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**From:** brad cr3ate.com <brad@cr3ate.com>  
**Sent:** Thursday, January 16, 2025 10:27 AM  
**To:** David Koonce; Jennifer Threet  
**Subject:** Life Safety Plan - 4501 Starkey Drive

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Caution:** This is an external email from outside of the City of Florence Organization. Please take care when interacting with this email. If you are in doubt please contact the IT Department.

David -

Thanks for your time this morning, and for walking me through the building.

Per our discussion, we propose the following for the Life Safety Plan.

- \$2500 for the stamped Life Safety Plan/code evaluation
- Hourly for measuring and drawing the existing building.
  - Architect \$180/hr.
  - Intern \$100/hr.

Thank you sir!

Brad Bernard, AIA  
CREATE Architects, Inc.  
503 East Tuscaloosa Street  
Florence, AL 35630  
(256) 383.9967 x4