



AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF ALABAMA}
MADISON COUNTY}

This agreement is by and between:

City of Madison Parks & Rec
C/O Kory Alfred
kory.alfred@madisonal.gov
(256) 772-9300

(hereinafter referred to as CLIENT) and Johnson & Associates, Inc. (hereafter called CONSULTANT), who agree as follows:

CLIENT desires to engage CONSULTANT to perform the following Scope of Services:

Perform a Limited Boundary Survey update of the area adjacent to Madison Church of the Nazarene, to identify selected trees in relation to the platted property lines.

CONSULTANT shall make every effort to complete the basic services within 2-3 weeks from receiving written authorization to proceed but does not guarantee that all work will be completed by said date. All work for the land surveying services will be billed in a lump sum amount of \$2,600 and billed monthly as work is performed. Please see the attached worksheet for the level of effort anticipated. If for any reason the CLIENT delays or cancels the project, the CLIENT shall pay the CONSULTANT for work performed up to the date of notification.

CLIENT agrees to abide by the general conditions attached to this agreement and made a part hereof. This contract offer shall remain in effect until the 2nd day of May, 2024, after which it is subject to renegotiation. Services performed under this contract which extend beyond twelve months of the date the offer is accepted by the CLIENT will be subject to renegotiation.

CONSULTANT/AUTHORIZED SIGNATURE

The CLIENT does hereby agree to the terms and conditions contained herein, and accepts this contract offer this

____ day of _____, 20____.

ATTEST:

PAUL FINLEY, MAYOR

LISA D. THOMAS, CITY CLERK-TREASURER

Johnson & Associates, Inc.

PROJECT ESTIMATING FORM

Project: Prepare a Limited Boundary Survey at Dublin Park
 Client: City of Madison parks C/O Kory Alfred
 PROJECT NO.:

PREPARED BY: BAC
 DATE: 2/02/2024

PHASE/TASK	Hourly Rate=	Principal PE/LS \$210	Survey Manager \$150	Senior Party Chief \$110	Sr. Tech. CADD \$110	Office Admin. \$75	Survey 2-MAN \$205	Survey 3-MAN \$280	Total Hours	Labor Cost	Direct Expenses	TOTAL FEE
Topographic Survey												
Project Setup, Gather Plans, etc.				1					1	\$110	\$10	\$120
Recover Existing Control			1				1		2	\$355	\$10	\$365
Field Survey & Line Stakes			1				4		5	\$970	\$25	\$995
Pictures							1		1	\$205	\$10	\$215
CAD Drawing & Update 2015 Survey		1			6				7	\$870	\$35	\$905
Total Hours		1	2	1	6	0	6	0	16		\$90	
Total Survey Cost		\$210	\$300	\$110	\$660	\$0	\$1,230	\$0				\$2,600

This scope does not include any services for subdivision plat, consolidation plats, vacation of easements, off-site utility extension surveys, etc. It will be the Client's Responsibility to provide Title Commitment if Title Insurance is to be required.

STANDARD SCHEDULE OF HOURLY FEES

Johnson and Associates

Effective: Oct. 1, 2023 to Sept. 30, 2024

PERSONNEL DESCRIPTION		HOURLY AMOUNT (\$ Range)
Surveying & Engineering:		
Surveyor I	Survey Technician (Rodman)	\$75
Surveyor II	Survey Technician (Instrumentman)	\$95
Surveyor III	Junior Party Chief	\$100
Surveyor IV	Survey CAD Technician	\$110
Surveyor V	Senior Party Chief	\$110
Surveyor VI	Survey Manager	\$150
Surveyor VII	Principal Surveyor	\$210

Engineer I	Engineering Student/Part-Time Intern	\$70
Engineer II	Entry-Level Engineering Intern	\$90
Engineer III	Design Engineering Intern	\$110
Engineer IV	Project Design Engineer	\$120
Engineer V	Project Design Engineer	\$140
Engineer VI	Senior Project Engineer	\$160
Engineer VII	Senior Managing Engineer/Project Manager	\$185
Engineer VIII	Principal Engineer	\$210

Technical & Inspection:		
Technician I	Entry-Level CAD Technician Intern	\$75
Technician II	Junior Engineering CAD Technician	\$80
Technician III	Engineering CAD Technician	\$85
Technician IV	Engineering CAD Technician	\$90
Technician V	Senior Engineering CAD Technician	\$95

Inspector I	Technician	\$80
Inspector II	Engineer Intern	\$105
Inspector III	Engineer	\$120
Inspector IV	Senior Engineer/Project Manager	\$165

Administrative / Secretarial	\$75
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Survey Crew:	
Two-Man Survey Crew	\$205
Three-Man Survey Crew	\$280
Four-Man Survey Crew	\$355

Subcontract Services	Direct Cost + 10%
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Direct Expenses	Direct Cost + 10%
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These rates will remain in effect through the duration of the contract

GENERAL CONDITIONS

1. Liability of Johnson & Associates. The client agrees to limit Johnson & Associates' professional liability to the client and to all contractors and subcontractors on the project, due to Johnson & Associates' negligent acts, errors, or omissions, such that the total aggregate liability to all those named shall not exceed an amount equal to \$25,000 or the total value of our fees for the project, whichever is higher.
2. Liability for Contractor Procedures. Johnson & Associates shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incidental to the work of Contractor(s).
3. Liability for Actions of Third Parties. Johnson & Associates shall not be responsible for the acts or omissions of any Contractor, subcontractor, or any of the Contractor's or subcontractor's agents or employees or any other person (except Johnson & Associates' own employees and agents) at the site or otherwise performing any of the Contractor's work; however, nothing contained herein shall be construed to release Johnson & Associates from liability for failure to perform properly duties undertaken by Johnson & Associates pursuant to this Agreement.
4. Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Johnson & Associates, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
5. Indemnification. This indemnity provision merely asserts each party's responsibility for the activities he controls, while protecting each party against costs caused by activities he does not control.
 - a. Client. To the fullest extent permitted by law, Johnson & Associates shall indemnify and hold harmless the Client, the Client's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or dispute resolution costs) caused solely by the negligent acts or omissions of Johnson & Associates or their consultants in the performance and furnishing of Johnson & Associates' services under this Agreement. The indemnification provisions of the preceding sentence is subject to and limited by the provisions limiting liability agreed to by the Client and Johnson & Associates.
 - b. Johnson & Associates. To the fullest extent permitted by law, the Client shall indemnify and hold harmless Johnson & Associates, Johnson & Associates' officers, directors, partners, employees and agents and Johnson & Associates' consultants from and against any and all claims, costs losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or dispute resolution costs) caused by Client's use of electronic data supplied by Johnson & Associates or by the negligent acts or omissions of the Client or the Client's officers, directors, partners, employees, agents and the Client's consultants with respect to this Agreement or the Project.
 - c. Hazardous Conditions. In addition to the indemnity provided under the paragraph above, of this Agreement, and to the fullest extent permitted by law, the Client shall indemnify and hold harmless Johnson & Associates and its officers, directors, partners, employees, and agents and Johnson & Associates' Consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCB's, petroleum, hazardous waste, or radioactive material, at, on, under or from the project site.
 - d. Visual On-Site Observations Services. Because evaluations of the project requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, site or other project area, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Johnson & Associates harmless from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or dispute resolution costs) arising or allegedly arising out of the professional services under this Agreement, except for the sole negligence or willful misconduct of Johnson & Associates.
6. Proprietary Items. Client agrees that the plans, reports, specifications and documents produced by Johnson & Associates, and the ideas and designs incorporated therein, as an instrument of professional services, shall remain the property of Johnson & Associates and may not be used in whole or in part for any other project without the written consent of Johnson & Associates.
7. Electronic Data. If design information, drawings, or documents are transmitted by electronic media, Johnson & Associates will complete such transfer in the .dwg, .pdf or .dgn file format. Johnson & Associates does not guarantee and is not responsible for the adequacy and/or defects in magnetic media or for electronic methods or systems. Because of this, it is the responsibility of the client to review the data within five (5) days of receipt and notify Johnson & Associates of the necessity for retransmission brought about by defects.
8. Subcontracting. Johnson & Associates reserves the right to subcontract portions of the work listed in the contract as Johnson & Associates deems appropriate for the proper prosecution of the project.
9. Dispute Resolution. In the event of a disagreement between the parties to the contract which cannot be resolved without legal action, both parties agree to participate in nonbinding mediation aimed toward resolving the conflict. Furthermore, the Client and Johnson & Associates

GENERAL CONDITIONS (continued)

agree to include a similar mediation provision in all agreements with independent contractors and consultants and to require all independent contractors and consultants also to include a mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained.

10. Venue of Actions. Should mediation fail to resolve a dispute, any and all suits for breach of this agreement will be instituted and maintained in a court of competent jurisdiction in Madison County, Alabama, and shall be governed by the laws of the State of Alabama.

11. Term of Proposal. This proposal shall remain in effect for a period of ninety (90) days.

12. Term of Agreement. Services performed under this contract shall not extend beyond 12 months of the date of this Agreement.

13. Billing and Payment.

a. RETAINER. The Client shall make an initial payment of \$0 dollars (retainer) upon execution of this Agreement. This retainer shall be held by Johnson & Associates and applied against the final invoice. Invoices shall be submitted by Johnson & Associates (monthly), are due upon presentation and shall be considered PAST DUE if not paid within 30 calendar days of the invoice date.

b. INTEREST. If payment is not received by Johnson & Associates within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of one-and-a-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

c. COLLECTION COSTS. In the event legal action is necessary to enforce the provisions of this Agreement, Johnson & Associates shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by Johnson & Associates in connection therewith and, in addition, the reasonable value of Johnson & Associates' time and expenses spent in connection with such collection action, computed at Johnson & Associates' prevailing fee schedule and expense policies.

d. SUSPENSION OF SERVICES. If the Client elects to suspend the project for more than thirty (30) calendar days in the aggregate, Johnson & Associates shall be compensated for services performed and charges incurred prior to receipt of notice to suspend not to exceed the lump sum or estimated percent of construction fees plus any Extra Services requested by the Client. Upon resumption, an equitable adjustment in fees may be required to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, Johnson & Associates may, at their option, terminate this Agreement upon giving notice in writing to the Client.

If the Client fails to make payment when due or otherwise is in breach of this Agreement, Johnson & Associates may suspend performance of services upon five (5) calendar days' notice to the Client. Johnson & Associates shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

e. CREDIT CART PAYMENT SURCHARGE. If the Client pays with a Visa or MasterCard Credit Card, then a 4% surcharge will be added to that portion of the payment amount which is paid with a Credit Card. The Client hereby understands and agrees to this additional surcharge fee which will be added if he/she elects to pay with a credit card.

14. Changed Conditions. The Client shall rely on Johnson & Associates' judgment as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to Johnson & Associates and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

15. Force Majeure. Johnson & Associates is not responsible for delays caused by factors beyond their reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Johnson & Associates' services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays occur, the Client agrees Johnson & Associates is not responsible for any damages, nor shall Johnson & Associates be deemed to be in default of this Agreement.

16. Termination. The client may terminate this agreement at any time without cause upon written notice to Johnson & Associates 7 calendar days in advance.

Johnson & Associates reserves the right to terminate this agreement at any time without cause upon giving the client 7 calendar days prior written notice.

17. Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

18. Integration. This Agreement comprises the final and complete agreement between the Client and Johnson & Associates. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of the Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Johnson & Associates.

JOHNSON & ASSOCIATES, INC.

Johnson & Associates, Inc. (J&A) is a Huntsville based Civil Engineering and Land Surveying firm that provides a wide range of expertise including **land development, civil engineering, site design and master planning** since 1986. Our commitment to clients is to produce high-quality **engineering consulting, land surveying, land planning and site design, transportation design, construction administration, project management, and construction observations** on time and within budget. Effective communication enables our team to identify project specific needs so client objectives can be accomplished in a timely, efficient, and cost-effective manner. With our past experience of working on project sites from Huntsville to Montgomery, J&A is capable of provide engineering and surveying services throughout the States of Alabama, and Tennessee.

J&A offers a wide variety of Civil/Site Engineering and Land Surveying services:

Land Surveying

- Boundary and Topographic Surveys
- Construction Layout
- ALTA Surveys
- Route Surveys and Utility Mapping
- Flood Elevation Certificates

Site Planning and Design

- Site and Feasibility Analysis
- Master Planning
- Site Design and Layout for:
 - Schools/Institutional Sites
 - Commercial/Retail Developments
 - Industrial Sites
 - Multi-Family Residential Site
 - Single Family Res. Subdivisions
 - Parks/Recreation Facilities
- Environmental Assessments/Permitting
- Sustainable Design
- Flood Plain Development
- Storm-water Management
- Regulatory Permitting and Approvals

Office Hours:

Monday – Friday 8 am to 5 pm (Central Time)

Key Personnel and Project Managers:

Nathan G. Johnson, PE, LS- Principal
Jarrod Rowland, PE, PLS-Principal, Eng Mgr
Art Spencer, PE - Site/Subd. Director, Principal
Steve Walker, PE –Const. Services Manager
Bruce Crane, LSIT- Survey Manager

Associations:

Am. Society of Civil Engineers
AL Assoc. of Professional Land Surveyors
Huntsville Chamber of Commerce
Huntsville/Madison Co. Builders Assoc.

Construction Administration

- Constructability Analysis
- Bidding Support and Coordination
- Field Observation and Inspection
- ADEM/NPDES Permit and Monitoring
- Close-out and Acceptance

Transportation Engineering and Design

- Feasibility/Corridor Studies
- Multi-Lane Roadways
- Urban and Municipal Streets
- Greenways and Bike Lanes
- Roundabouts and Intersections
- Bridge Replacement
- Right-Of-Way Plans

Traffic Engineering

- Traffic Impact Studies
- Traffic Signal System Design
- Traffic Modeling/Simulation
- Site Circulation Studies
- Access Management Studies

Office Location

Main Office: 1218 Church Street
Huntsville, AL 35801

