



Halliburton Surveying & Mapping, Inc.

gohsm.com

Mailing Address:
P.O. Box 18652
Huntsville, AL 35804

Physical Address:
412 Governors Drive SW
Huntsville, AL 35801

QUOTE

Client:

City of Madison
Attn: Mr. Maxwell R. Carter, P.E.
100 Hughes Road
Madison, AL 35758

HSM Reference:

Project Number: 24-039
Date: 05/15/2024
Project Manager: Matt Herrell
matt@gohsm.com

Halliburton Surveying & Mapping, Inc. (HSM) is to provide surveying services for the **Palmer Park Parking Lot Addition.**

Scope of Services:

TASK 1- TOPOGRAPHIC SURVEY/BOUNDARY TIE

1. Perform a Topographic Surveys of the proposed areas requested.
 - a. The Topographic Survey shall depict and include the following information.
 - i. A 50-foot grid or less depending on the site.
 - ii. Location of all observed improvements, including but not limited to, paving, sidewalks, curb and gutter, paving, fences, ditches and rip rap.
 - iii. Surveyor will contact 811 to request underground utility locates, however, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted.
 - b. Provide a boundary tie of the west line of the subject property as requested. Boundary tie includes the research of the current deed and/or plat for the property but not a formal Title Research.
2. Surveys shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
3. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83), and North American Vertical Datum of 1988 (NAVD 88) using the latest Geoid.
4. Deliverable shall include an AutoCAD file, a signed digital file and 2 hard-copies, if requested.

TASK 2- MISC TITLE RESEARCH

1. HSM will make a reasonable effort (estimated 4-6 hours) to research the subject property and will report any pertinent information found, but no guarantee is provided as to the completeness of this research.

PROPOSED FEE:

TASK 1- TOPOGRAPHIC SURVEY/BOUNDARY TIE

Lump Sum- \$5,500.00

***TASK 2- MISC TITLE RESEARCH**

Not to Exceed- *\$1,000.00

TOTAL: *\$6,500.00

*TASK 2 will be considered additional services and dependent on written request by Client



Halliburton Surveying & Mapping, Inc.

Mailing Address:
P.O. Box 18652
Huntsville, AL 35804

Physical Address:
412 Governors Drive SW
Huntsville, AL 35801

May 23, 2024

Attention: Maxwell R. Carter, PE
100 Hughes Road
Madison, AL 35758

Reference: Palmer Park
574 Palmer Road
Madison, AL 35758

Mr. Carter:

As requested, please find the enclosed proposal for professional services associated with professional services associated with the proposed project at Palmer Park.

Feel free to contact me should you have any questions and/or comments. Thank you again for the opportunity and I look forward to hearing back from you.

Best regards,

Halliburton Surveying & Mapping, Inc.

A handwritten signature in blue ink, appearing to read "Matthew Herrell", is written over a horizontal line.

Matthew Herrell, PLS

Project Manager

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made by and between **HALLIBURTON SURVEYING & MAPPING, INC.**, (“Surveyor”) and the **CITY OF MADISON** (“Client”) as of this 23rd day of May in the year 2024 .

RECITALS

WHEREAS, Surveyor is in the business of surveying real property; and

WHEREAS, subject to the terms and conditions of this Agreement, Client desires Surveyor to provide the services set forth on Attachment A;

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

Article 1 Scope of Services.

Surveyor shall provide Client with services in connection with the Project as described in Scope of Services (Attachment A). Surveyor shall use the standard of care typically exercised in conducting professional practices outlined in the Scope of Services.

Article 2 Payment for Services.

Client shall compensate Surveyor for services rendered according to the Fee Schedule (Attachment B). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with the Fee Schedule.

Article 3 Payment Terms.

Client agrees to pay all fees within 30 days of the date of the invoice. Balanced more than 10 days over-due will be assessed an interest rate of 1% per month. Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs and reasonable attorneys’ fees involved in or arising out of collecting any unpaid or past due balances.

Article 4 Modifications and Adjustments.

If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Surveyor, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Surveyor and Client.

Article 5 Indemnification.

The Client shall indemnify, defend, and hold harmless Surveyor from all losses, damages, costs and expenses which Surveyor may suffer or sustain which result from acts or omissions of the Client, its contractors, agents, employees or any other persons (except Surveyor's own employees and agents) at the site.

Article 6 Limitation of Liability.

LIABILITY OF SURVEYOR, IF ANY, AS A RESULT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL CHARGES PAID BY THE CLIENT TO SURVEYOR DURING THE PERIOD OF THIS AGREEMENT. SURVEYOR WILL NOT BE LIABLE FOR DAMAGES WHICH ARE INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SURVEYOR HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES INCLUDE, BUT MAY NOT BE LIMITED TO, SUCH ITEMS AS LOSS OF PROFITS, LOSS OF INCOME, DAMAGES TO BUSINESS REPUTATION.

Article 7 Rights and Benefits.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Surveyor, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Surveyor and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Surveyor in conjunction with the services provided under this Agreement shall remain the sole property of Surveyor.

Article 8 Applicable Law.

The terms and conditions of this Agreement shall be governed by the law of the State of Alabama without regard to conflicts of law principles. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Alabama in each case located in the city of Huntsville and County of Madison, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

- SIGNATURES ON FOLLOWING PAGE -

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CLIENT
CITY OF MADISON

SURVEYOR
HALLIBURTON SURVEYING & MAPPING, INC.

By: _____

By:  _____

Print: _____

Print: Matthew Herrell

Title: _____

Title: Project Manager

Date: _____

Date: 05/23/2024

This agreement offer will expire in 7 days, unless signed and received from the Client.

The Alabama Board of Licensure for Professional Engineers and Land Surveyors Qualification Based Selection Requirements prohibits engineers and land surveyors from “**bidding**” professional services. Due to these requirements, the consultant must first be chosen based on the firm qualifications prior to submitting a fee proposal. By submitting this proposal, Halliburton Surveying and Mapping, Inc. assumes that it has been selected to provide the included services. If this is not the case, the addressee of this letter should treat this letter and its contents as a scope description and fee estimate, which can be clarified and edited at a later date.

ATTACHMENT A

SCOPE OF SERVICES:

TASK 1- TOPOGRAPHIC SURVEY/BOUNDARY TIE

1. Perform a Topographic Surveys of the proposed areas defined in Attachment C hereof.
 - a. The Topographic Survey shall depict and include the following information.
 - i. A 50-foot grid or less depending on the site.
 - ii. Location of all observed improvements, including but not limited to, paving, sidewalks, curb and gutter, paving, fences, ditches and rip rap.
 - iii. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
 - iv. Surveyor will contact 811 to request underground utility locates, however, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where in additional or more detailed information is required, the client is advised that excavation and/or private utility locate request may be necessary.
 - b. Survey shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
 - c. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83), and North American Vertical Datum of 1988 (NAVD 88) using the latest Geoid.
 - d. Deliverable shall include an AutoCAD file, a signed digital file and 2 hard-copies, if requested.
2. Provide a boundary tie of the west line of the subject property as defined in blue in Attachment C.
 - a. Boundary tie includes the research of the current deed and/or plat for the property but not a formal Title Research.
 - b. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83), and North American Vertical Datum of 1988 (NAVD 88)
 - c. Information shall be contained on the topographic survey described in Task 1.

TASK 2- MISCELLANEOUS TITLE RESEARCH

1. HSM will make a reasonable effort (estimated 4-6 hours) to research the subject property and will report any pertinent information found, but no guarantee is provided as to the completeness of this research.

GENERAL ASSUMPTIONS AND REQUIREMENTS:

- Client shall provide site access as required to perform the work as requested within the scope of this project and that Surveyor may enter the subject properties as well as the adjoining properties without further notice if this agreement is executed.
- The Client shall provide the Surveyor any old surveys, plans or as-builts.
- The Client shall assist the Surveyor with utility companies providing locates within the scope

defined in Attachment C.

SCHEDULE:

Survey will be complete 5-6 weeks from receipt of signed notice to proceed.

EXCLUSIONS:

The following items are not included in the Scope of Services:

- Signing any client or 3rd party contract agreements.
- Control Survey
- Construction Layout/Staking
- Boundary Survey
- Private Utility locating/GPR
- Subdivision Platting, Application/Submission and Recording Fees
- Any coordination efforts to obtain owner and/or mortgage holder signatures, the Title Opinion from Clients attorney, platting meetings, including, but not limited to, attending meetings, conference calls, teams or similar meetings, mailing plat to owner(s) or lender, etc.
- Postage/Mailing Fees for Signatures (if required)
- Bond Plat (if required)
- ALTA/NSPS Land Title Survey
- As-Built Survey
- R.O.W., Easement Vacation request.
- Submittal/Approval of LOMR/LOMR-F to FEMA and other regulatory agencies. It is the surveyors understanding the client or the client's engineer will submit formal letters/applications, etc. and be responsible for all correspondence to FEMA and/or the local Municipality's CFM.
- Rezoning, variance or other matters not specifically mentioned herein above.
- If a potential overlap, gap or gore is discovered upon the performance of the survey, the surveyor reserves the right to stop work until the issue(s) gets resolved. Any requested work performed to resolve these potential issues is considered additional services.
- Creation of a new legal description(s) and/or associated exhibits.
- Depth and size of underground utilities with the exception of Sanitary Sewer Manholes, Storm Sewer Manholes and Sanitary/Storm Pipes.
- Individual Tree Locations and/or size/type
- The setting of the final property corners more than 1 time.
- Any activities not associated within the Scope of Services as defined herein above.

ATTACHMENT B

FEE SCHEDULE

Client shall compensate Surveyor for services rendered in accordance with the following options:

FIXED FEE

TASK 1: TOPOGRAPHIC SURVEY/BOUNDARY TIE- LUMP SUM	\$5,500.00
TASK 2: MISCELLANEOUS TITLE RESEARCH- NOT TO EXCEED	*\$1,000.00
TOTAL:	\$6,500.00

*TASK 2 will be considered additional services and is dependent upon written request by Client. *

Note 1: Surveyor and Client both agree that in the unlikely event of stop-work for the project, that the Client understands and agrees that the Surveyor may invoice for the estimated completion percentage of the project at the time the stop-work determination is made.

HOURLY RATES AND MATERIALS:

Client shall compensate Surveyor for services rendered in accordance with the following hourly rates for any additional services requested in writing:

<i>Principal Land Surveyor</i>	<i>\$200 / hour</i>
<i>Senior Project Manager</i>	<i>\$170 / hour</i>
<i>Project Manager</i>	<i>\$150 / hour</i>
<i>Project Land Surveyor</i>	<i>\$135 / hour</i>
<i>Assistant Project Manager</i>	<i>\$130 / hour</i>
<i>Land Surveyor-in-Training (LSIT)</i>	<i>\$115 / hour</i>
<i>Survey CAD Technician</i>	<i>\$105 / hour</i>
<i>*1-Man Field Survey Crew</i>	<i>\$155 / hour</i>
<i>*2-Man Field Survey Crew</i>	<i>\$190 / hour</i>
<i>Private Utility Locating</i>	<i>\$1,100 / half day (minimum)</i>
<i>Mileage</i>	<i>\$0.64 / mile</i>
<i>Printing Black & White (11" x 17")</i>	<i>\$0.90 / sheet</i>
<i>Printing Black & White (18" x 24")</i>	<i>\$2.35 / sheet</i>
<i>Printing Black & White (24" x 36")</i>	<i>\$3.90 / sheet</i>
<i>Printing Black & White (30" x 42")</i>	<i>\$5.20 / sheet</i>
<i>Wooden Survey Stakes</i>	<i>\$1.15 / stake</i>
<i>Survey Hubs/Mag Hub Nails</i>	<i>\$0.50 / hub/nail</i>
<i>1/2 inch x 18 inch rebar</i>	<i>\$2.80 / rebar</i>
<i>Paint Can</i>	<i>\$8.50/ can</i>
<i>Survey Flagging</i>	<i>\$7.00 / roll</i>
<i>Survey Control Caps</i>	<i>\$0.75 / cap</i>
<i>Mag or Masonry Nails</i>	<i>\$0.30 / nail</i>
<i>Markers</i>	<i>\$2.50 / marker</i>

**Standard field crews are equipped with a truck, total station, auto-level and network GPS technologies.*

Note: Additional project reimbursable expenditures will be cost of item + 10%.

Note: Any services provided after December 31, 2024 are subject to a 4% yearly escalation.

ATTACHMENT C

