



Halliburton Surveying & Mapping, Inc.

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

*Shipping Address:*  
412 Governors Dr SW  
Huntsville, AL 35801

January 5, 2024

Ms. Michelle Dunson, P.E.  
City of Madison Engineering  
100 Hughes Road  
Madison, AL 35758

Reference: Right-of-Way Survey  
Madison, AL

Ms. Dunson:

As requested, please find the enclosed proposal for providing professional services associated with The Villas at Madison Condominium, Madison, AL (PIN# 155953, 158321, 511295, and 511300) that includes a Right-of-Way Survey along Hughes Road.

Please let us know if you have any questions. Thank you for the opportunity.

Best regards,

Halliburton Surveying & Mapping, Inc.

A handwritten signature in blue ink, appearing to read 'William R. Blackwell', is written over a horizontal line.

William R. Blackwell, P.L.S.

Senior 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 8<sup>th</sup> day of January 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 overdue 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*

By: \_\_\_\_\_

Print: Paul Finley

Title: Mayor

Date: January , 2024

**SURVEYOR**

*HALLIBURTON SURVEYING & MAPPING, INC.*

By: 

Print: William R. Blackwell

Title: Senior Project Manager

Date: 01/08/2024

**This agreement offer will expire in 5 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 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-RIGHT-OF-WAY SURVEY

1. Surveyor shall determine the easterly property line of The Villas at Madison Condominium as highlighted in yellow on Attachment C.
2. Surveyor shall find or re-set the appropriate property corners highlighted in yellow on Attachment C.
3. Survey shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
4. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83).

#### 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.
- No Right-of-Way has changed since the recording of the subject plats.

#### EXCLUSIONS:

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

- Signing any client or 3<sup>rd</sup> party contract agreements.
- Surveying of any inundated areas
- Formal Boundary Survey
- Delineation of any potential wetlands or soils reports
- Subdivision Platting
- Postage/Mailing Fees (if required)
- Application/Submission and Recording Fees
- As-Built Surveys
- Topographic Survey
- Construction Layout/Staking
- FEMA Elevation Certificates, LOMR, LOMA, etc.
- R.O.W., Easement Vacation request, Annexation documents.
- Rezoning, variance, vacation requests, 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.
- Private Utility Locating/Ground Penetrating Radar
- Submittal/Approval of LOMR/LOMR-F to FEMA and other regulatory agencies. It is the surveyor's 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
- ALTA/NSPS Land Title Survey

- Creation of a new legal description(s) and/or associated exhibits except as required.
- Any activities not associated within the Scope of Services as defined herein above.

**SCHEDULE:**

1. Surveyor is expected to being work within approximately two (2) to three (3) weeks upon receipt of this executed agreement and/or written authorization of Notice to Proceed (NTP). For planning purposes, Surveyor has prepared the following milestone estimated schedule.
  - a. Right-of-Way Survey
    - i. Estimated Draft – 6-8 weeks from receipt of notice to proceed
    - ii. Estimated Final – 1 week after issuing Draft
2. Schedule is subject to possible delays not controllable by the Surveyor, such as, but not limited to, delays by inclement weather, arrangement of proper onsite access, COVID-19 or other pandemics, and receipt of the Title Commitment and supporting documentation, etc.

**ATTACHMENT B**

**FEE SCHEDULE**

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

**FIXED FEE**

**TASK 1-RIGHT-OF-WAY SURVEY-LUMP SUM -\$1,800.00**

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:

*Any services requested in additional to the Scope defined hereinabove shall be subject to an Hourly Fee Schedule and reimbursable expenses. Our 2024 standard rates are defined as follows:*

<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>Drone &amp; Laser Scanning Software Processor....</i>	<i>\$150 / hour</i>
<i>Intern/Co-op .....</i>	<i>\$80 / hour</i>
<i>Administrative or Courier .....</i>	<i>\$75 / 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>*3-Man Field Survey Crew.....</i>	<i>\$225 / hour</i>
<i>Private Utility Locating.....</i>	<i>\$1,100 / half day (minimum)</i>
<i>Survey-grade aerial LiDAR sensor.....</i>	<i>\$3,700 / half day (minimum)</i>
<i>**Terrestrial Laser Scanning .....</i>	<i>\$1,500/ half day (minimum)</i>
<i>***1 arc second accuracy total station.....</i>	<i>\$27 / hour</i>
<i>****Multi-Constellation GPS Base &amp; Rover....</i>	<i>\$28 / hour</i>
<i>Mileage.....</i>	<i>\$0.64 / mile</i>
<i>Printing Black &amp; White (11" x 17").....</i>	<i>\$0.90 / sheet</i>
<i>Printing Black &amp; White (18" x 24").....</i>	<i>\$2.35 / sheet</i>
<i>Printing Black &amp; White (24" x 36").....</i>	<i>\$3.90 / sheet</i>
<i>Printing Black &amp; 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>Tacks.....</i>	<i>\$0.15 / tack</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.*

*\*\*Terrestrial Laser Scanning hardware collects up to 2,000,000 points per second.*

*\*\*\*Utilization of a 1" accuracy total station is an additional fee to any labor category*

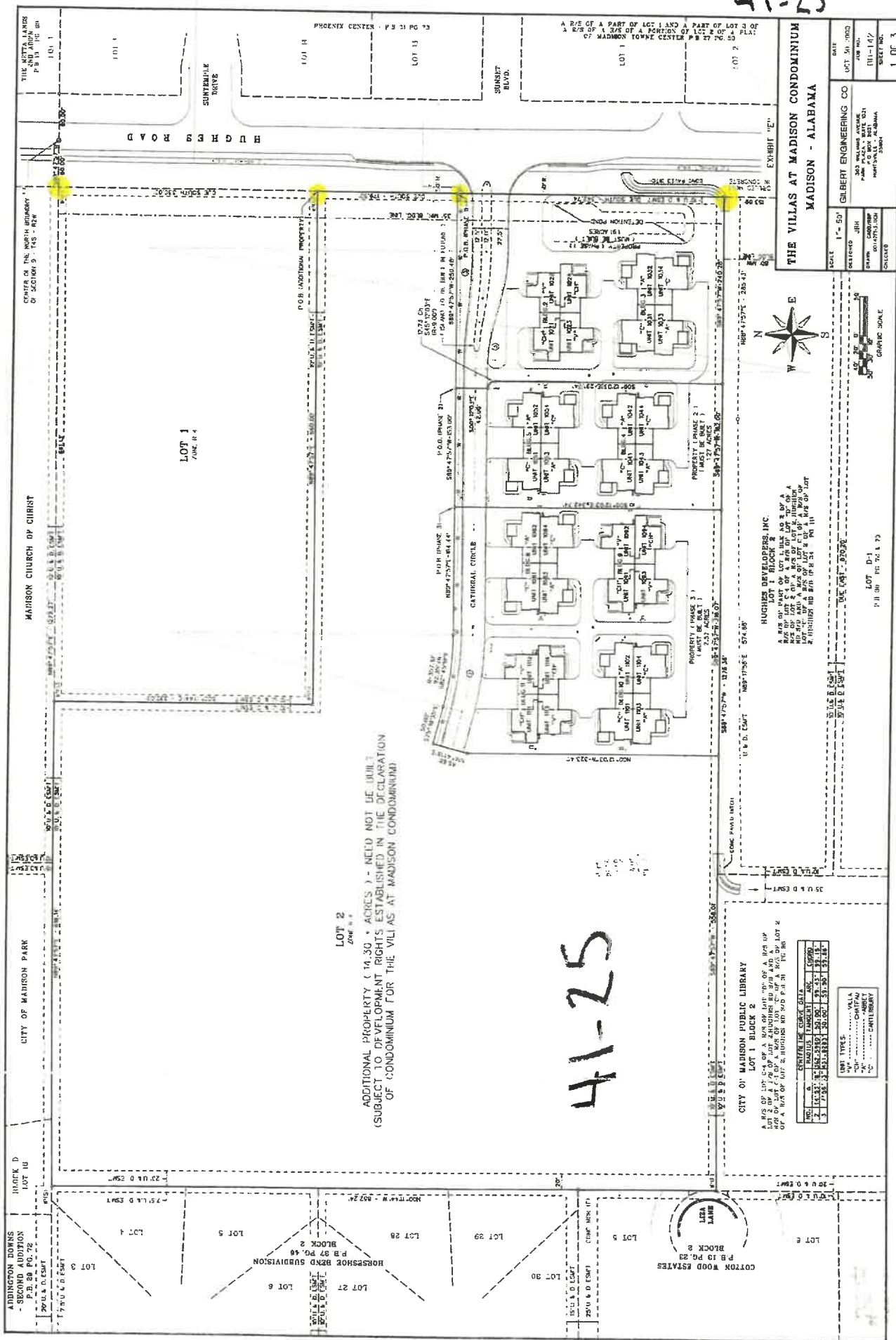
*\*\*\*\*Utilization of a multi-constellation GPS base/rover is an additional fee to any labor category*

*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.*



41-25



THE VILLAS AT MADISON CONDOMINIUM

LOT 1  
7.06 ACRES

LOT 2  
7.06 ACRES

ADDITIONAL PROPERTY (14.30 ACRES) - NEED NOT BE UNIT 1  
(SUBJECT TO DEVELOPMENT RIGHTS ESTABLISHED IN THE DECLARATION  
OF CONDOMINIUM FOR THE VILLAS AT MADISON CONDOMINIUM)

PROPERTY PHASE 1  
(MOST BE UNIT 1)

PROPERTY PHASE 2  
(MOST BE UNIT 2)

PROPERTY PHASE 3  
(MOST BE UNIT 3)

MANSON CHURCH OF CHRIST

CITY OF MADISON PARK

CITY OF MADISON PUBLIC LIBRARY

COTTON WOOD ESTATES

HUGHES DEVELOPERS, INC.

LOT 1 BLOCK 2

LOT 101

LOT 102

LOT 103

LOT 104

LOT 105

LOT 106

LOT 107

LOT 108

LOT 109

LOT 110

LOT 111

LOT 112

LOT 113

LOT 114

LOT 115

LOT 116

LOT 117

LOT 118

LOT 119

LOT 120

LOT 121

LOT 122

LOT 123

LOT 124

LOT 125

LOT 126

LOT 127

LOT 128

LOT 129

LOT 130

LOT 131

LOT 132

LOT 133

LOT 134

LOT 135

LOT 136

LOT 137

LOT 138

LOT 139

LOT 140

LOT 141

LOT 142

LOT 143

LOT 144

LOT 145

LOT 146

LOT 147

LOT 148

LOT 149

LOT 150

LOT 151

LOT 152

LOT 153

LOT 154

LOT 155

LOT 156

LOT 157

LOT 158

LOT 159

LOT 160

LOT 161

LOT 162

LOT 163

LOT 164

LOT 165

LOT 166

LOT 167

LOT 168

LOT 169

LOT 170

LOT 171

LOT 172

LOT 173

LOT 174

LOT 175

LOT 176

LOT 177

LOT 178

LOT 179

LOT 180

LOT 181

LOT 182

LOT 183

LOT 184

LOT 185

LOT 186

LOT 187

LOT 188

LOT 189

LOT 190

LOT 191

LOT 192

LOT 193

LOT 194

LOT 195

LOT 196

LOT 197

LOT 198

LOT 199

LOT 200

LOT 201

LOT 202

LOT 203

LOT 204

LOT 205

LOT 206

LOT 207

LOT 208

LOT 209

LOT 210

LOT 211

LOT 212

LOT 213

LOT 214

LOT 215

LOT 216

LOT 217

LOT 218

LOT 219

LOT 220

LOT 221

LOT 222

LOT 223

LOT 224

LOT 225

LOT 226

LOT 227

LOT 228

LOT 229

LOT 230

LOT 231

LOT 232

LOT 233

LOT 234

LOT 235

LOT 236

LOT 237

LOT 238

LOT 239

LOT 240

LOT 241

LOT 242

LOT 243

LOT 244

LOT 245

LOT 246

LOT 247

LOT 248

LOT 249

LOT 250

LOT 251

LOT 252

LOT 253

LOT 254

LOT 255

LOT 256

LOT 257

LOT 258

LOT 259

LOT 260

LOT 261

LOT 262

LOT 263

LOT 264

LOT 265

LOT 266

LOT 267

LOT 268

LOT 269

LOT 270

LOT 271

LOT 272

LOT 273

LOT 274

LOT 275

LOT 276

LOT 277

LOT 278

LOT 279

LOT 280

LOT 281

LOT 282

LOT 283

LOT 284

LOT 285

LOT 286

LOT 287

LOT 288

LOT 289

LOT 290

LOT 291

LOT 292

LOT 293

LOT 294

LOT 295

LOT 296

LOT 297

LOT 298

LOT 299

LOT 300

LOT 301

LOT 302

LOT 303

LOT 304

LOT 305

LOT 306

LOT 307

LOT 308

LOT 309

LOT 310

LOT 311

LOT 312

LOT 313

LOT 314

LOT 315

LOT 316

LOT 317

LOT 318

LOT 319

LOT 320

LOT 321

LOT 322

LOT 323

LOT 324

LOT 325

LOT 326

LOT 327

LOT 328

LOT 329

LOT 330

LOT 331

LOT 332

LOT 333

LOT 334

LOT 335

LOT 336

LOT 337

LOT 338

LOT 339

LOT 340

LOT 341

LOT 342

LOT 343

LOT 344

LOT 345

LOT 346

LOT 347

LOT 348

LOT 349

LOT 350

LOT 351

LOT 352

LOT 353

LOT 354

LOT 355

LOT 356

LOT 357

LOT 358

LOT 359

LOT 360

LOT 361

LOT 362

LOT 363

LOT 364

LOT 365

LOT 366

LOT 367

LOT 368

LOT 369

LOT 370

LOT 371

LOT 372

LOT 373