



Halliburton Surveying & Mapping, Inc.

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

Physical Address:
412 Governors Dr SW
Huntsville, AL 35801

August 8, 2024

Attention: City of Madison Park & Recreation
8324 Madison Pike
Madison, AL 35758
Attn.: Mr. Kory Alfred

Reference: Town Madison Pickleball Courts
Madison, Alabama

Mr. Alfred:

As requested, please find the enclosed proposal for professional services associated with a Specific Purpose Survey with options for a Boundary Tie, Boundary Survey, and Topographic survey of the Town Madison Pickleball Courts.

Feel free to contact me should you have any questions and/or comments. Thanks again for the opportunity.

Best regards,

Halliburton Surveying & Mapping, Inc.

A handwritten signature in black ink that reads "Elijah K. Dodd".

Elijah K. Dodd, P.L.S.

Project Manager

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made by and between **HALLIBURTON SURVEYING & MAPPING, INC.**, an Alabama corporation (“Surveyor”), and **CITY OF MADISON PARKS & RECREATION** (“Client”) as of this _____ day of _____ in the year _____.

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 PARKS & RECREATION

By: _____


Print: _____

Title: _____

Date: _____

SURVEYOR

HALLIBURTON SURVEYING & MAPPING, INC.

By:  _____

Print: Elijah Dodd

Title: Project Manager

Date: 8/8/2024

This agreement offer will expire in 10 days, unless signed and received from Client.

ATTACHMENT A

BASE SCOPE – SPECIFIC PURPOSE SURVEY

1. Specific Purpose Survey limits shown on Attachment C in purple/magentas lines. Specific Purpose Survey will include the horizontal positions of features onsite but will not include vertical information and/or topography of site.
2. Depict utilities as based on onsite observed evidence, utility maps as supplied by utility authorities & client, and per AL811 utility locate ticket.
 - a. 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. Wherein additional or more detailed information is required, the client is advised that excavation and/or private utility locate request may be necessary.
3. Depict observed improvements as they enter the ground.

OPTION 1 – PRIVATE UTILITY LOCATE

- a. Surveyor will provide Private Utility Locate/Ground Penetrating Radar for the survey area outlined and shaded in magenta as shown on Attachment C hereof. Surveyor will utilize GPR and a multi frequency cable and pipe locator will identify the presence of the utilities on the property. Once the underground utilities lines are identified, then they will be marked directly on the surface with marking paint. Surveyor will then locate each mark and add it to the survey.
- b. Client understands that the survey does not guarantee the correct location of any utilities or location of all utilities. The only way to guarantee the physical location of any utility is to expose the utility by excavation. No optional scopes herein include the excavation of any utilities. Survey will provide technicians and technology, such as Ground Penetrating Radar (GPR), a non-radiation technology designed specifically for this purpose and a multi frequency cable and pipe locator. Surveyor will employ a GPR unit consisting of a dual frequency antenna. Surveyor will also employ a Leica DD Smart multi frequency pipe and cable locator manufactured by Leica Geosystems. Individuals being provided are experienced technicians, have previous experience in performing similar tasks and are NULCA certified.

OPTION 2 – TOPOGRAPHIC SURVEY

1. Topographic survey of survey limits as depicted on Attachment C being purple/magenta lines.
 - a. Survey shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
 - b. Survey information shall be placed on the Alabama East Zone State Plane Coordinate System (NAD 83) and the North American Vertical Datum of 1988 (NAVD 88) using the

latest Geoid.

- c. 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.
- d. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
- e. Depict FEMA flood zone information from the current FEMA Maps.

OPTION 3 – BOUNDARY TIE

1. Limited Boundary tie of Lot 2 (south and west lines of Lot 2) according to Hexagon Park Phase I as recorded in Plat Book 2022, Page 42, in the Office of the Judge of Probate of Madison County, Alabama.
 - a. Surveyor to research the current deed of record as referenced per the Madison County Tax Assessor Office for the sources of survey
 - i. Depict recorded easement(s) on the face of the survey if listed as specific exceptions on said deeds of record

OPTION 4 – BOUNDARY SURVEY

1. Boundary survey of Tax Parcel PINs 578759 and 578760 being Lots 2 and 4 of Hexagon Park, Phase I as recorded in Plat Book 2022, Page 492 in the Office of the Judge of Probate of Madison County, Alabama. Lots included in boundary survey on are shown and shaded in red on Attachment D hereof.
 - a. Survey shall be made in accordance with the Standards of Practice for Surveying in the State of Alabama.
 - b. Survey information shall be placed on the Alabama West Zone State Plane Coordinate System (NAD 83).

GENERAL ASSUMPTIONS AND REQUIREMENTS:

- Client has secured rights-of-entry to subject property and adjoining property 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.
- Deliverable sheet size shall be 24” x 36”.
- Deliverable will also include and AutoCAD and/or Civil 3D .dwg.

EXCLUSIONS FROM SURVEY:

- Formal title research
- Private utility locating services
 - Unless Option 1 is accepted below.
- Any contractual adherence to governing laws other than the State of Alabama.
- Any activities not associated within the Scope of Services as defined herein above.
- Formal boundary survey.
- Subdivision Platting
- Location of Trees, sprinkler heads, etc.
- Construction layout
- Elevation Certificates

BASE SCOPE SCHEDULE:

1. Surveyor is expected to begin work within approximately 1-2 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. Estimated 70% complete survey submittal at 2-3 weeks from NTP.
 - b. Estimated 100% complete survey submittal at 4 weeks from NTP

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

BASED SCOPE: LUMP SUM - \$3,600.00

OPTION 1: LUMP SUM - \$1,800.00 _____ *initial here for client approval of option*

OPTION 2: LUMP SUM - \$800.00 _____ *initial here for client approval of option*

OPTION 3: LUMP SUM - \$400.00 _____ *initial here for client approval of option*

OPTION 4: LUMP SUM - \$4000.00 _____ *initial here for client approval of option*

Note: 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.

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 & 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>Printing Black & White (11" x 17")</i>	<i>\$0.90 / sheet</i>
<i>Printing Black & White (24" x 36")</i>	<i>\$3.90 / sheet</i>
<i>1/2 inch x 18 inch rebar</i>	<i>\$2.80 / rebar</i>
<i>Paint Can</i>	<i>\$8.40/ can</i>
<i>Survey Flagging</i>	<i>\$7.20 / roll</i>
<i>*Standard field crews are equipped with a truck, total station, auto-level and network GPS technologies.</i>	
<i>**Terrestrial Laser Scanning hardware collects up to 2,000,000 points per second.</i>	

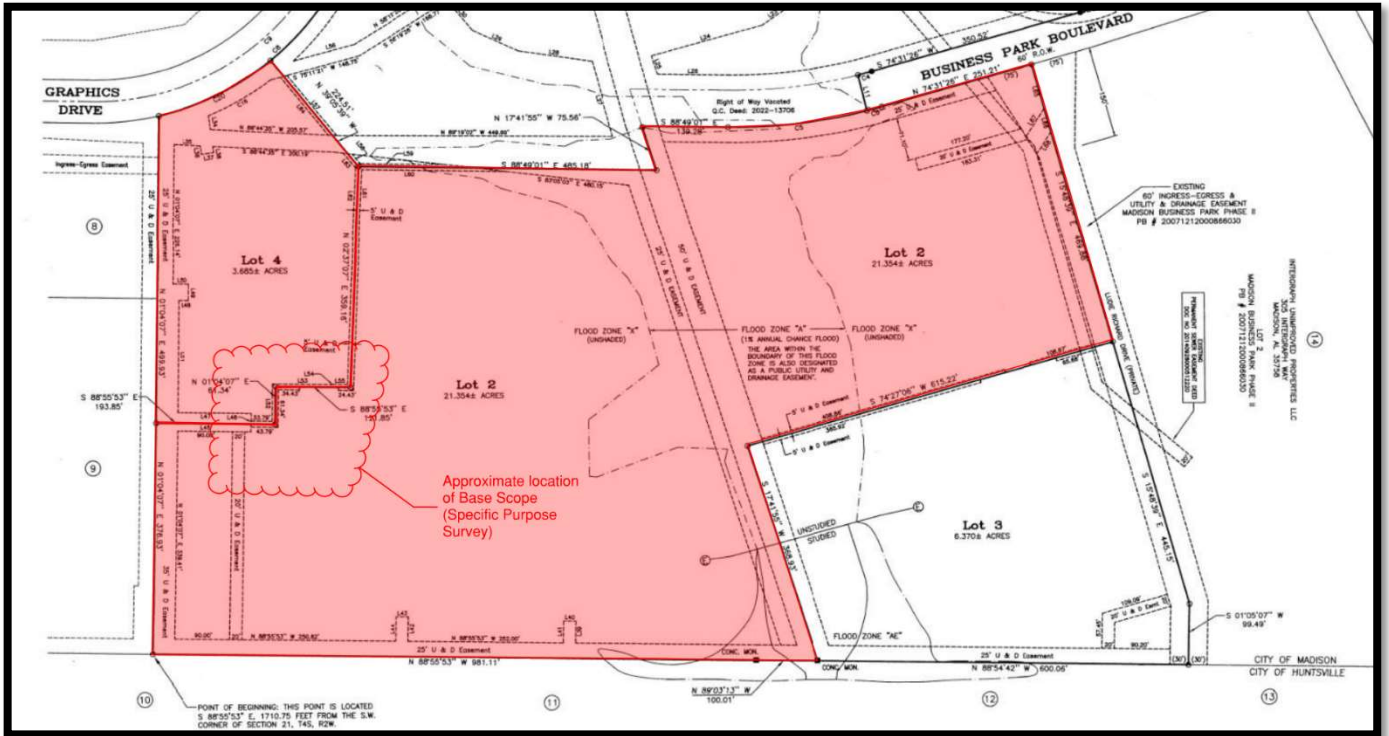
Note: Additional project expenditures will be cost of item + 10%.

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

ATTACHMENT C



ATTACHMENT D





BILLING INFORMATION

PROJECT NAME: _____

CLIENT NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

AP CONTACT: _____

PHONE: _____

EMAIL ADDRESS: _____

CLIENTS PO/JOB #: _____

IS PO REQUIRED ON INVOICES Y or N

DEADLINE FOR INVOICE SUBMITTAL: _____

SPECIAL BILLING INSTRUCTIONS (platform used for submittals, lien waivers, etc.)

