



Halliburton Surveying & Mapping, LLC

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

*Physical Address:*  
412 Governors Drive  
Huntsville, AL 35801

October 19, 2022

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

Reference: Segers Road Proposed Sidewalk  
Madison, AL

Ms. Dunson:

As requested, please find the enclosed proposal for professional services associated with a R.O.W. Verification Survey and Topographic Survey along Segers Road.

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, LLC

A handwritten signature in blue ink, reading "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, LLC**, an Alabama limited liability company ("Surveyor") and **THE CITY OF MADISON** ("Client") as of this 19<sup>th</sup> day of October in the year 2022.

### **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**

THE CITY OF MADISON

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SURVEYOR**

HALLIBURTON SURVEYING & MAPPING, LLC

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

Print: William R. Blackwell

Title: Senior Project Manager

Date: 10/19/2022

**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- PARTIAL TOPOGRAPHIC SURVEY AND R.O.W. VERIFICATION SURVEY**

1. Perform a Partial Topographic Survey of the area marked in red on Attachment C hereof.
  - a. The Partial Topographic Survey shall depict and include the following information.
    - i. Location of only the edge of pavement of the Westerly edge of Segers Road and only the centerline of the existing ditch every 50'.
  - b. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
2. Perform a R.O.W. Verification of the Westerly R.O.W. line of Segers Road within the area marked in red on Attachment C.
3. Surveys 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), and North American Vertical Datum of 1988 (NAVD 88) using the latest Geoid.
5. Deliverable shall include an AutoCAD file, a signed digital file and 2 hard-copies, if requested.

#### **TASK 2- TOPOGRAPHIC SURVEY AND R.O.W. VERIFICATION SURVEY**

1. Perform a Topographic Survey of the area marked in red on Attachment C hereof.
  - a. The Topographic Survey shall depict and include the following information.
    - i. Location of all observed improvements within the survey area, including but not limited to, the Westerly edge of paving of Segers Road, ditches, curb and gutter, drives, changes in grade and all visible surface improvements and utilities.
    - ii. Survey shall go 5' beyond the Westerly R.O.W. Line.
  - b. 1-foot contour intervals with spot elevations. Spot elevations at all major features and changes in grade, ditch lines, etc. shall be depicted.
  - c. 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.
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.

#### **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.

#### **SCHEDULE:**

1. Surveyor is expected to being work within approximately 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. (Partial) Topographic Survey and R.O.W. Verification Survey
    - i. Issue FINAL (Partial) Topographic Survey and R.O.W. Verification Survey at four 4-weeks after NTP.
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.

#### **EXCLUSIONS:**

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

- Signing any client or 3<sup>rd</sup> party contract agreements.
- 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)
- Boundary Survey
- Subdivision Platting
- Private Utility Locate/Ground Penetrating Radar
- ALTA/NSPS Land Title Survey
- 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.
- R.O.W., Easement Vacation request.
- 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 of underground utilities with the exception of Sanitary Sewer Manholes, Storm Sewer Manholes and Storm Pipes.
- Construction Layout/Staking
- 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 (Please initial which Task you would like for us to perform)

**TASK 1: PARTIAL TOPOGRAPHIC SURVEY & R.O.W. VERIFICATION SURVEY –  
LUMP SUM - \$2,500.00**

\* \_\_\_\_\_ \* **\*Initial to approve TASK 1\***

**OR**

**TASK 2: TOPOGRAPHIC SURVEY & R.O.W. VERIFICATION SURVEY –  
LUMP SUM - \$3,200.00**

\* \_\_\_\_\_ \* **\*Initial to approve TASK 2\***

### 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 2022 standard rates are defined as follows:*

<i>Principal Land Surveyor .....</i>	<i>\$180 / hour</i>
<i>Senior Project Manager .....</i>	<i>\$155 / hour</i>
<i>Project Manager .....</i>	<i>\$135 / hour</i>
<i>Project Land Surveyor .....</i>	<i>\$130 / hour</i>
<i>Assistant Project Manager.....</i>	<i>\$115 / hour</i>
<i>*1-Man Field Survey Crew.....</i>	<i>\$131 / hour</i>
<i>*2-Man Field Survey Crew.....</i>	<i>\$175 / hour</i>
<i>*3-Man Field Survey Crew.....</i>	<i>\$200 / hour</i>
<i>Private Utility Locating.....</i>	<i>\$1,000 / half day</i>
<i>Land Surveyor-in-Training (LSIT).....</i>	<i>\$105 / hour</i>
<i>Draftsman.....</i>	<i>\$95 / hour</i>
<i>Modeler (Drone &amp; Laser Scanning Software)...</i>	<i>\$135 / hour</i>
<i>Courier or Administrative .....</i>	<i>\$65 / hour</i>
<i>**Laser Scanning .....</i>	<i>\$2,900 / day</i>
<i>***1 arc second accuracy total station.....</i>	<i>\$25 / hour</i>
<i>****Multi-Constellation GPS Base &amp; Rover....</i>	<i>\$25 / hour</i>
<i>*Standard field crews are equipped with a truck, total station, auto-level and GPS technologies.</i>	
<i>**Scanning hardware collects up to 2,000,000 points per second.</i>	
<i>***Utilization of a 1" accuracy total station is an additional fee to any labor category</i>	
<i>****Utilization of a multi-constellation GPS base/rover is an additional fee to any labor category</i>	



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



*Note: Any services provided after December 31, 2022 are subject to a 7% yearly escalation.*



# Attachment C

Proposed City of Madison Sidewalk  
Segers Road  
10/19/2022

## Legend

-  Most Merciful Jesus Catholic Church
-  Proposed COM Sidewalk

