

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the City of Madison, Alabama, a municipal corporation, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and Ivaldi Engineering, 118 Jefferson Street, Suite 4, Huntsville, AL 35801, hereinafter referred to as “Consultant.”

WHEREAS, the City of Madison has budgeted for an intersection improvements project to be located at the intersection of Powell Road and Burgreen Road; and

WHEREAS, such development requires detailed evaluation and review of proposed plans, drawings, specifications, products, and timelines to ensure the City’s overall intent for the project and its specific metrics and goals are met; and

WHEREAS, Consultant is a unique provider of such services; and

WHEREAS, the City desires to avail itself of Consultant's unique abilities and services and Consultant desires to provide same to City;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION ONE: SERVICES TO BE PROVIDED

- A. Scope of Work: Pursuant to the provisions of this Agreement, Consultant will provide the following services to City:

Boundary and Topographic Surveying, Geotechnical Engineering Study, Design Phase Services, and Traffic Engineering Services according to the Consultant's proposal dated October 15, 2024 (“Attachment A”), which is attached hereto and wholly incorporated herein by this reference.

- B. Consultant agrees to comply with all applicable Federal, State and Local laws and regulations, including, but not limited to, those pertaining to wages and hours of employment.
- C. Consultant shall thoroughly and proficiently perform all services and furnish all supplies, materials, machinery, equipment, and means, except as otherwise expressly specified herein, necessary or proper to carry out the services required by this Agreement. Consultant shall perform all services in accordance with the provisions of this Agreement, including, but not limited to, those provisions relating to timing of and payment for services rendered. Consultant alone shall be responsible for the legality, safety, efficiency and adequacy of the services performed hereunder.
- E. Consultant shall hold a current and valid business license issued by the City of Madison and any other appropriate and necessary licenses issued by a governmental entity or

industry-specific governing body. It is the sole responsibility of the Consultant to obtain all appropriate and necessary licenses and permits.

SECTION TWO: FEE / EXPENSE STRUCTURE

The total compensation for services rendered by Consultant pursuant to the Scope of Work contained herein shall not exceed **sixty-five thousand eight hundred ninety-five dollars and zero cents (\$65,895.00)**. Consultant shall invoice City in arrears on a monthly basis, terms net thirty (30) days.

In the event services are required which are not included in the Scope of Work, Consultant shall notify City and receive appropriate authorization and approval prior to proceeding.

SECTION THREE: INDEMNIFICATION

Consultant agrees to hold harmless and indemnify City from and against all injuries, deaths, claims, suits, damages, losses, liabilities, judgments, costs, and expenses arising out of or connected with any work performed or services rendered pursuant to the instant Agreement.

SECTION FOUR: COMMENCEMENT; TERM

This Agreement shall come into effect when the authorized representatives of each party finally execute and affix their respective signatures hereto in their duly authorized capacities. In the event the signatures are affixed on different dates, the date of the final signature shall be the date the Agreement comes into effect. This Agreement shall expire one (1) year from the date of commencement or upon the City's acknowledgement of Consultant's fulfillment of the terms of the Scope of Work contained herein, whichever first occurs.

SECTION FIVE: TERMINATION

This Agreement may be terminated, with or without cause, by either party by the provision of written notice at least ten (10) days prior to the date of termination.

SECTION SIX: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that neither Consultant nor any employees of Consultant are, or shall be deemed to be, employees of City and that employees of City are not, nor shall they be deemed to be, employees of Consultant.

SECTION SEVEN: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, whether the same shall be of Local, State or Federal origin, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option,

suspend, without liability, the performance of its obligations hereunder during the period of such suspension of performance of duties hereunder.

SECTION EIGHT: ASSIGNMENT

Neither Consultant nor City may assign or transfer this Agreement or any part thereof without the express, written consent of the other party.

SECTION NINE: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION TEN: NOTICES

All notices to City shall be addressed to:

**City of Madison
Engineering Department
Attn.: Michael Johnson
100 Hughes Road
Madison, Alabama 35758**

All notices to Consultant shall be addressed to:

**Ivaldi Engineering, PLLC
118 Jefferson Street South, Suite 4
Huntsville, AL 35801**

SECTION ELEVEN: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

SECTION TWELVE: MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa D. Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of October 2024.

Notary Public

**Ivaldi Engineering, PLLC
Consultant**

Consultant

Date: _____

**STATE OF ALABAMA §
 §
COUNTY OF MADISON §**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that _____, whose name is signed to the foregoing instrument and who is or was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he executed the same voluntarily.

Given under my hand this the _____ day of October 2024.

Notary Public