

**GOODWYN MILLS CAWOOD, LLC**

**Professional Services Agreement**

**PART 1. GENERAL**

**THIS AGREEMENT**, including attachments as hereinafter noted, made and entered into and between Goodwyn Mills Cawood, LLC and the Client identified herein, provides for the Professional Services described under Part 3 of this Agreement.

**Client:** City of Foley

**Address:** PO Box 1750

**City/State/Zip Code:** Foley, AL 36535

**Contact Person:** Chad Christian

**Phone:** 251.970.1104 **Fax:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Short Title:** Foley Industrial Park & Foley-Beach Express, or the "Project"

**PART 2. GENERAL DESCRIPTION OF PROJECT SITE:**

Tax Parcel No. 05-54-07-35-0-000-001.001

**PART 3. DESCRIPTION OF PROFESSIONAL SERVICES** to be provided by Goodwyn Mills Cawood, LLC are identified below:

See Attachment A – Scope of Services

**PART 4. THE COMPENSATION TO BE PAID** Goodwyn Mills Cawood, LLC for providing the requested Services shall be as follows:

**Task 1 - \$4,500.00 – Boundary Survey**

**Task 2 - \$2,500.00 – Applications, Planning Meetings & final corners**

**IN WITNESS WHEREOF**, this Agreement, which is subject to the General Terms and Conditions (Part 5.) is accepted on the later date written below.

**CLIENT:**  
**SIGNED:** \_\_\_\_\_  
**TYPED NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**GOODWYN MILLS CAWOOD, LLC:**  
**SIGNED:** \_\_\_\_\_  
**TYPED NAME:** Stuart L. Smith  
**TITLE:** Survey Manager  
**DATE:** 04/02/2024



## PART 5. TERMS AND CONDITIONS

- 5.1 **DATE OF COMMENCEMENT AND DURATION:** The Date of Commencement of this Agreement shall be the date last appearing on the signature page. This Agreement shall remain in effect for twelve (12) months from the acceptance date of this agreement, or until terminated as provided herein, or extended by mutual agreement in writing.
- 5.2 **IF GOODWYN MILLS CAWOOD, LLC 's SERVICES UNDER THIS AGREEMENT ARE DELAYED** for reasons beyond GOODWYN MILLS CAWOOD, LLC 's control, the completion date specified in this Agreement shall be modified accordingly and the fees shall be renegotiated for any unfinished services as of the effective date of such change.
- 5.3 **COMPENSATION DEFINITIONS:** Reimbursable costs include: fees of Professional Subcontractors (whose expertise is required to complete the project), document reproduction and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of twenty percent (20%) and shall be itemized and included in the invoice.
- 5.4 **INVOICE PROCEDURES AND PAYMENT:** Goodwyn Mills Cawood, LLC shall submit invoices to the Client for Services accomplished during each calendar month. For Services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Goodwyn Mills Cawood, LLC will estimate the percentage of the total Services (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for Services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Subcontractors and reimbursable costs. Goodwyn Mills Cawood, LLC shall submit such invoices as soon as possible after the end of the month in which the Services were accomplished and shall be due and payable by the Client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment will be made for said Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at twelve percent (12%) per annum after they have been outstanding for over sixty (60) days. If an invoice remains unpaid ninety days (90) after the date of the invoice, Goodwyn Mills Cawood, LLC may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the Client's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid one hundred and twenty days (120) after the date of the invoice, Goodwyn Mills Cawood, LLC may, upon giving seven (7) days written notice of its intent to do so, terminate this Agreement and pursue its remedies for collection.

- 5.5 **EXPERT WITNESS SERVICES:** It is understood and agreed that Goodwyn Mills Cawood, LLC services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Professional Services Agreement Addendum may be negotiated between the Client and Goodwyn Mills Cawood, LLC describing the services desired and providing a basis for compensation to Goodwyn Mills Cawood, LLC
- 5.6 **LIMIT OF LIABILITY:** The limit of liability of Goodwyn Mills Cawood, LLC to the Client for any cause or combination of causes resulting from the Services hereunder rendered, shall be, in total amount, limited to the fees paid under this Agreement.
- 5.7 **INSURANCE:** Goodwyn Mills Cawood, LLC shall at all times carry, on all operations hereunder, worker's compensation insurance, public liability and property insurance, automotive public liability and property damage insurance, and professional errors and omissions insurance. At the request of the Client, Goodwyn Mills Cawood, LLC will have the client listed as additional insured where appropriate.
- 5.8 **ASSIGNMENT:** Neither the Client nor Goodwyn Mills Cawood, LLC will assign or transfer its interest in this Agreement without the written consent of the other. Goodwyn Mills Cawood, LLC, however, does reserve the right to subcontract any portion of the Services.
- 5.9 **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the Project described in, or the Services of Goodwyn Mills Cawood, LLC called for under this Agreement, is/are suspended, canceled, terminated, or abandoned by the Client, Goodwyn Mills Cawood, LLC shall be given seven (7) days prior written notice of such action and shall be compensated for the Services provided up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses in accordance with the provisions of this Agreement.
- 5.10 **ENTIRETY OF AGREEMENT:** This Agreement embodies the entire Agreement and understanding between the parties, their successors and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. The laws of the State of Alabama shall govern this Agreement unless specifically stated otherwise. This Agreement includes this document.
- 5.11 **HOLD HARMLESS:** The Client will hold harmless and indemnify Goodwyn Mills Cawood, LLC for any damages resulting from the use of information prepared by others and provided by the Client.
- 5.12 **ADDITIONAL SERVICES:** Upon written request from the Client, GMC will commence to perform or furnish the Additional Services not listed in the attached Scope of Service. GMC shall cease performing or furnishing such Additional Services upon receipt of written notice from the Client. Additional services shall be compensated in accordance with the current standard GMC hourly rates schedule, or by a lump sum fee, if requested by the Client.



Initials\_\_\_\_\_

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

Goodwyn Mills Cawood, LLC (GMC) shall perform the following professional services.

#### **Task 1 - Boundary Survey**

Perform a field survey locating the perimeter boundary of the Project site. The record perimeter boundary will be identified and corners marked by the most definitive and defensible relationship between the record evidence and the physical evidence discovered during the survey. GMC will provide a survey plat or map depicting the professional opinion on the physical location of property lines determined by the appropriate boundary law principles, facts and evidence gathered during the course of the field survey. The work will be done in accordance to the Standard of Practice for Surveying in the State of Alabama.

#### **Task 2 - Subdivision**

Prepare a preliminary/final plat subdividing Foley-Beach Express right-of-way out from the surveyed site. The plat will conform to the City of Foley subdivision regulations and requirements. Platting services to include:

1. Applications & submittals
2. Metes & bounds descriptions for new parcels
3. Attendance to all required meetings
4. Setting final lot corners

#### **Client Responsibilities**

1. Facilitate access and entry coordination to the Project site.
2. Client to facilitate owner approval of the Preliminary Plat and signing of all documents.
3. Client to pay all application and recording fees as reimbursable expense as stated in the contract.
4. GMC request that all comments pertaining to the Project be provided in writing from one authorized representative.

#### **Deliverables**

The survey plat and all other Project documents requested and/or required will be provided as a digital copy (e.g., portable document format – pdf). Physical prints will be made available upon request and invoiced at GMC standard billing terms.

#### **Schedule**

The Scope of Services will be scheduled when GMC receives the signed contract. The anticipated Project duration is thirty (10) business days from the commencement date. Said duration is only valid for five (5) business days from the contract date. **The scheduling and completion of the Scope of Services is conditional to the right of entry to the Project site, delays caused by weather, site conditions and/or ambiguities within the information provided for the Project.**

Initials \_\_\_\_\_

