



## PROFESSIONAL SERVICES AGREEMENT

PROJECT: Mills Community Park

DATE: 05/08/2024

### I. General Project Description

Based on an initial client discussion (04/17/2024) and discussed site program, GMC (consultant) will provide services as follows for the Mills Community Park located in Foley, AL for the City of Foley, AL (client).

#### A. General Description of Project Site and Professional Services to be Provided:

Surveying, master planning, landscape architecture and schematic design services for the referenced project including conceptual design for hardscapes, landscapes, fencing, shelters, and park amenities. Final deliverables will be completed by July 31, 2024.

#### B. Project Title: Mills Community Park

### II. Basic Services

#### A. Survey

- Using the boundary survey provided by the City, we will perform a topographic and tree survey of the property owned by the City. This will be used to develop the conceptual plan for the park, including to delineate any trees that should remain onsite as well as develop a preliminary drainage strategy.

#### B. Master Planning Services

- **Conceptual and Schematic Design (SD):**  
GMC will develop a (1) Schematic / Sketch plan with supporting imagery to convey design intent and direction for the vision of the Mills Community Park, and present material to the Client. It is assumed that Client will participate in the meeting to provide guidance and input on potential updates, changes, or revisions to the conceptual and schematic design. Potential phasing will be discussed as part of this meeting for further refinement.
- **Design Development (DD):**  
Utilizing client and other feedback in the Schematic Design phase, the plan will be developed further into one (1) final technical plan drawing, plan rendering of the park, image board (including materials, furnishings, etc.), and accompanied by one (1) estimate of probable cost by master planning phase. This includes another meeting with the Client to provide final guidance and input on potential updates, changes, or revisions to finalize the master plan.

### III. Additional Services

The following are other services that may be provided as additional services, if agreed to in advance by Client and GMC. Items requested not in the scope above will be considered additional, including but not limited to:

- Fountain Design and Consultation

- Way Finding and Signage
- Illustrative Perspectives or Modeling (unless outlined above)
- Construction Design Services
- Cost Estimating services (beyond those outlined above)
- Community Engagement
- Construction Engineering & Inspections (CE&I)
- As-built Drawings

#### IV. Compensation

##### Basic & Special Services Fees:

We propose performing the work illustrated above under the “Basic Services” sections in accordance with the following schedule. We calculate services in one of these manners:

- Percentage of Construction (%C) fees which are calculated as a fee percentage times the Construction Cost.
- Lump Sum (LS) fees are fixed fees.
- Hourly (H) fees are calculated hourly based on the number of hours charged to the project times the hourly rate for that employee (See GMC Hourly Rate Schedule, updated annually in July).
- Unit Price (EA) fees for unit-based services are invoiced on a per-unit basis.
- Allowances (Allow) are occasionally included for anticipated work that is not yet quantifiable

<i>PHASE</i>	<i>Type</i>	<i>FEE ALLOCATION</i>
Survey	LS	\$7,500
Master Planning	LS	\$17,500
Total Fee		\$25,000

##### Additional Services:

Additional services are services outside of the scope noted herein services that were not anticipated at the writing of this agreement, special services requested by the Owner, or those listed in the attached Terms and Conditions. Unless negotiated to the contrary, Additional Services shall be calculated as follows:

- GMC In-house design/administration: Per hourly rate schedule absent a pre-determined LS
- Additional Design Consultants: 1.2 times the invoice amount submitted to GMC

##### Reimbursable Expenses

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.1 times our cost:

- All printing/ mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- All travel expenses, lodging, and meals directly associated with the project and incurred by our employees will be considered a reimbursable expense.
- Automobile travel associated with the project and incurred by our employees will be invoiced at \$0.67 mile.
- Photography of existing conditions, and during construction.
- Professional renderings or models requested by the Owner.
- The reimbursable expenses of our Consultants are Owner reimbursable expenses. Consultant reimbursable expenses include, but are not limited to, travel expenses, plot costs for drawings transmitted to the Architect, mileage, lodging, out-of-town meals and similar project related charges.

### Hourly Rate Schedule

Where projects are performed on an hourly rate basis, work performed by GMC employees shall be invoiced in accordance with the hourly rate schedule indicated below. Work performed by consultants on an hourly rate basis shall be invoiced at the cost to Goodwyn Mills and Cawood, based on the hourly rate schedule of said consulting firm.

Senior Planner	\$250.00/hr
Senior Landscape Architect	\$250.00/hr
Landscape Architect I	\$160.00/hr
Engineer I	\$160.00/hr
CAD Drafting	\$95.00/hr
Construction Administration	\$140.00/hr
Clerical	\$75.00/hr

### Payment Terms

Professional services will be invoiced monthly in accordance with the status of the work. Payment is due 30 days from the invoice date, and is consider past-due thereafter. Past-due invoices will accrue interest at a rate of one percent (1%) per month.

Submitted by:



Brandon S. Bias, AICP c/o  
John Bricken, PLA  
Goodwyn, Mills & Cawood, LLC.  
11 North Water Street  
Mobile, AL 36604

May 2, 2014  
Date

Accepted by:

---

Ralph Hellmich  
Mayor  
City of Foley  
P.O. Box 1750  
Foley, AL 36535

---

Date