

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: 407 East Laurel Ave

City/State/Zip Code: Foley, AL 36535

Contact Person: Nick Williams

Contact Person:

Short Title: Addendum to Schreiber LID Trail, or the "Project"

PART 2. GENERAL DESCRIPTION OF PROJECT SITE:

New section of trail connecting the Foley Antique Rose Trail to the west at North Poplar Street along Wolf Creek (Tax Parcel No. 05-54-08-28-2-000-001.002, 05-54-08-28-2-000-013.000)

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

See Attachment A

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

See Attachment A

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

SIGNED:

TYPED NAME:

TITLE:

DATE:

GOODWYN MILLS CAWOOD, LLC:

SIGNED: Amanda Thompson

TYPED NAME: Amanda Thompson, PE

TITLE: Project Manager

DATE: 4/29/26



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 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) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of ten percent (10%) and shall be itemized and included in the invoice. Milage expenses will be provided at the current GMC rate.
- 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 **COST ESTIMATES:** Client hereby acknowledges that Goodwyn Mills Cawood, LLC cannot warrant that estimates of probable construction or operating costs provided by Goodwyn Mills Cawood, LLC will not vary from actual costs incurred by the Client.
- 5.7 **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.
- 5.8 **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, Goodwyn Mills Cawood, LLC shall not be responsible for or have control over means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall Goodwyn Mills Cawood, LLC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will Goodwyn Mills Cawood, LLC have any direct contractual relationship with the contractor, any subcontractors or material suppliers.
- 5.9 **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.
- 5.10 **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.
- 5.11 **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.
- 5.12 **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.
- 5.13 **HOLD HARMLESS:** The Client will hold harmless and indemnify Goodwyn Mills Cawood, LLC for any design changes, construction changes, or damages resulting from the use of a topographic survey or other information prepared by others and provided by the Client.
- 5.14 **GENERAL CONDITIONS:** GMC will not provide a certification letter(s) for Site Plans designed by GMC without verifying, at a minimum and not limited to the following: finished floor elevations, storm sewer pipe sizes and invert elevations, sanitary sewer pipe sizes and invert elevations, water line pipe sizes, detention and outfall structure dimensions and elevations, curb and asphalt elevations.

Unless specifically detailed in the Scope of Work for this contract, the fees for these services are considered separate from and in addition to all other services and will be paid for by Client as a negotiated lump sum fee or hourly per the attached Rate Schedule.

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- 5.15 ADDITIONAL SERVICES NOT REQUIRING OWNER'S WRITTEN AUTHORIZATION:** When necessary GMC will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, GMC need not request or obtain specific advance written authorization from Owner. GMC shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Additional services shall be compensated in accordance with the hourly rates presented in attached Exhibit, or by a lump sum fee if requested by the Owner.
- A. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 - B. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 - C. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - D. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 - E. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 - F. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 - G. Services during the Construction Phase rendered after the original date for completion of the Work.
 - H. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
 - I. While at the Site, compliance by GMC and its staff with those terms of Owner's or Contractor's safety program provided to GMC subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

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ATTACHMENT A
SCOPE OF SERVICES

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

5. Added LID Design, Construction & Maintenance Training, & Pollutant Load Calculations (\$33,525)

a. Additional Design for LID Practices – \$7,500

- With grant funding now in place, this task will complete the LID design plans with the addition of a vegetation plan for the bioretention cell, as well as updated final engineering design plans and quantities for the bioretention cell and permeable pavement trail.

b. Construction Oversight & Coordination to Train City Public Works Staff – \$16,500

- As the City is planning to construct the bioretention cell and permeable pavement trail in-house, GMC's LID expert, Dr. Rob Brown, will assist with coordination and construction oversight of these LID practices to train City staff in the construction process. This includes specifying and reviewing that the correct materials are ordered, and Dr. Brown being on site for two separate periods during excavation to work with the equipment operator to ensure proper methods and elevation targets are achieved. One trip is targeted for the permeable pavement installation and one for bioretention cell construction. Local GMC staff will support the construction observation and review with additional site visits. GMC will provide a final site walkthrough once construction is complete. To support this task as staff training, GMC will provide the City with photo guides of other bioretention and permeable pavement construction projects ahead of construction to use as a reference for this project, and it will be updated with a subset of photos from Schreiber Trail for the City to use on future in-house LID construction projects.

c. Grant Administration Support (Pollutant Load Calculations) – \$2,775

- One requirement of the ADEM 319(h) Grant is to calculate pollutant load reductions from the installed LID practices to show impact on water quality. GMC will calculate pollutant load reductions by these LID practices and provide the City with a copy of the spreadsheet to include in the grant report. Dr. Brown has completed pollutant load reduction calculations for other 319(h) grants with LID practices. GMC can also provide grant task support through review of technical content in the interpretive signage along the trail.

d. Maintenance Workshop for Public Works Employees & Maintenance Standard Operating Procedure (SOP) Document – \$6,750

- Once construction is complete, GMC will use photos from the Schreiber LID Trail construction along with photos from other LID sites to develop an operation and maintenance standard operating procedure (O&M SOP) document for the LID practices at this site and LID practices in general. GMC will then conduct a training event for local staff on the proper inspection and maintenance of GI/LID practices using the developed O&M SOP. GMC will create training materials, lead the presentation, and provide the City with a copy of all training materials. The target for this event is part-day training (e.g., 2-3.5 hours) with an on-site field tour. The City will be responsible for inviting training participants and scheduling the facility/room for the event.

6. Contract Documents (Lump Sum \$8,000)

GMC will provide a construction project manual that will include the necessary bonds, contracts, bid forms, general conditions and construction specifications required to bid the project. Services may include:

- Assist in advertising the project
- Coordinate pre-bid meetings
- Respond to RFIs and Issue Addenda
- Facilitate Bid Opening
- Tabulation and Review of Bids
- Recommendation for Award

7. Construction Best Management Practices Plan (CBMPP) (Lump Sum \$2,000)

GMC will prepare the site-specific CBMPP and provide it to the City of Foley's environmental department and to the awarded contractor. GMC will sign the NPDES stormwater permit application as the Qualified Credentialed Professional (QCP). City of Foley will manage the application process through the AEPACS portal, serve as the Responsible Official (RO), and perform the required monthly inspections.

8. Construction Administration & Surveillance (Lump Sum \$24,000)

GMC will provide construction administration and surveillance throughout the project which will include: holding a pre-construction meeting, providing site visits and reports at project milestones, attending construction coordination meetings, reviewing product submittals, responding to RFI's, preparing project punch-lists, and conducting a final inspection and project closeout. The fee provided is based on a ninety (90) calendar-day construction contract.

9. Construction Staking (Hourly As-Needed)

Upon request from the City, GMC will provide construction staking on an as-needed basis in order to assist the City and/or contractor in establishing the planned alignment for the trail.

Service Exclusions:

- Geotechnical CMT Services
- Landscaping / irrigation design services

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**2026
Standard Rate and Fee Schedule**

Standard Hourly Rates

Executive Vice President	\$ 310.00
Senior Vice President	\$ 290.00
Vice President	\$ 270.00
Senior Professional (Architect, Engineer, Regional Technical Leader, Surveyor, Interior Design, Scientist, Planner, Manager)	\$ 260.00
Professional III (Architect, Engineer, Design Manager, Surveyor, Interior Design, Scientist, Planner, Project Manager)	\$ 240.00
Professional II (Architect, Engineer, State Technical Leader, Surveyor, Interior Design, Scientist, Planner, Project Manager)	\$ 220.00
Professional I (Architect, Engineer, Design Coordinator, Surveyor, Interior Design, Scientist, Planner, Project Manager)	\$ 200.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 165.00
Professional Staff III (Architect, Project Professional, Interior Design, Scientist)	\$ 150.00
Professional Staff II (Architect, Staff Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 120.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 165.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 150.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 125.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 100.00
Intern II (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 90.00
Intern I (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 75.00
Executive Administrative Assistant	\$ 125.00
Administrative Assistant II	\$ 100.00
Administrative Assistant I	\$ 80.00
Field Survey:	
Survey Crew (four-man survey crew)	\$ 385.00
Survey Crew (three-man survey crew)	\$ 305.00
Survey Crew (two-man survey crew)	\$ 225.00
Field Tech III	\$ 125.00
Field Tech II	\$ 100.00
Field Tech I	\$ 80.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.725 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus ten percent
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day