

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: South Alston Street Extension, or the "Project"

PART 2. GENERAL DESCRIPTION OF PROJECT SITE:

South Alston Street Extension along the west side of McDonald's and O'Reily Auto and into the north portion of Ace Hardware parking lot.

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:

Proposed Fee = \$14,000.000

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:

TITLE:

DATE:

Stuart L. Smith

Survey Manager

04/14/2025



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.

Existing Conditions Survey

Prepare a survey and CAD file for the Project site depicting existing conditions and topography necessary for roadway improvements and appurtenances design to include the following:

1. Geometric Control (horizontal and vertical control points)
2. Establish existing Right(s) of Way and/or locate front property corner markers
3. Survey of Project alignment being approximately 600 feet in length, 75 feet each side at 50-foot stations in tangents and 25-foot station in curves locating:
 - a. One-foot contours and spot elevations
 - b. Existing roadway and adjacent site features
 - c. Sanitary and storm water sewer structures and invert elevations
 - d. Overhead and subsurface utilities (marked by others)
4. The survey will extend 100 feet northward into the existing portion of South Alston Street, and approximately 50 feet southward into the parking lot of Ace Hardware.

Right of Way Acquisition Preparation

Prepare the following map and information for acquisition of land and or interest of land required for roadway improvements and appurtenances:

- A. Right of Way Map
 1. Proposed roadway alignment, Right of Way lines and/or associated easements
 2. Determine parcel locations and size (area required and remaining)
 3. Acquisition tabulation for each parcel
 4. Monument placement and tabulation
- B. Legal Descriptions of required Right of Way and/or associated easement(s)

Client Responsibilities

1. GMC request that all correspondence pertaining to the survey be provided in writing from one authorized representative.
2. Title research and provide recorded documents
3. Acquisition/procurement of land or interest in land, deed preparation and recording of documents

Deliverables

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

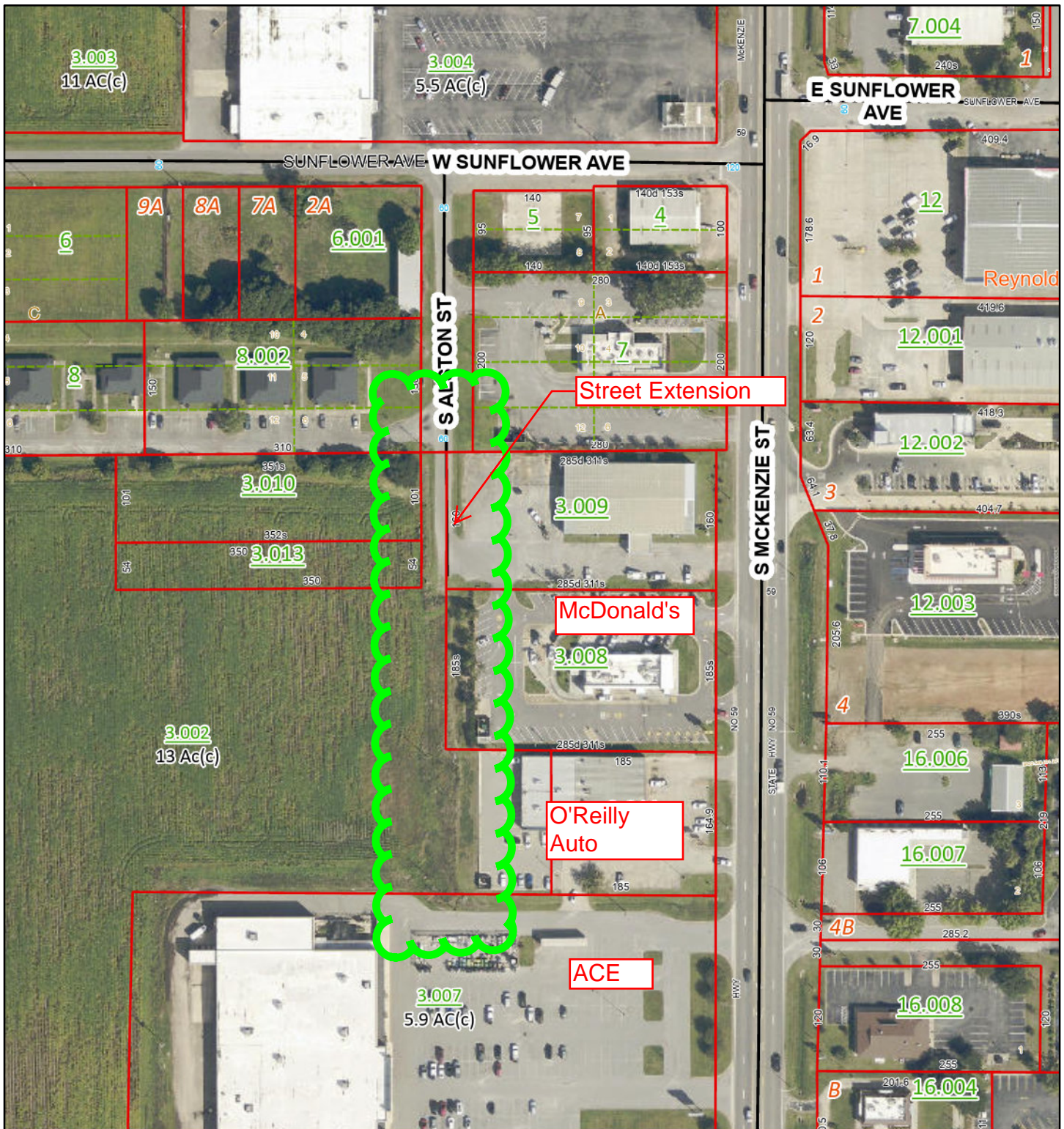
Schedule

Work will commence upon GMC receiving a written notice to proceed (NTP). The anticipated Project duration is thirty (30) business days from the commencement date.

Initials_____

GMC

Viewer Map



April 14, 2025

1:2,257

Parcel Line Labels

- COGO
- Parcels
- Conveyance Divisions
- Centerlines
- Coastal Control Line
- Lot Lines



Conflicts



County Boundary

ALBALD23-FALL_Neighborhood.sid



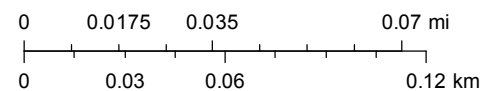
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Green: Band_2



Blue: Band_3



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