



Mr. Chad Christian  
City Engineer  
City of Foley Engineering Department

October 11, 2024

**Goodwyn Mills Cawood**

2039 Main Street  
P.O. Box 1127  
Daphne, AL 36526

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[www.gmcnetwork.com](http://www.gmcnetwork.com)

**RE: R.O.W. Acquisitions Mid-North Foley**

Mr. Christian,

Goodwyn Mills Cawood, LLC (GMC) is pleased to take this opportunity to offer our services for the above referenced project. Based upon our conversation, GMC is prepared to provide you Professional Land Surveying services as described within the attached Professional Services Agreement.

If the scope of work and fees are acceptable, please sign and date below as well as the attached Services Agreement. Please email me an electronic copy. Thank you for this opportunity and I look forward to hearing from you soon.

Submitted by:

A blue ink signature of Stuart L. Smith, written in a cursive style.

Stuart L. Smith, PLS  
Survey Manager, Eng. Dept  
[stuart.smith@gmcnetwork.com](mailto:stuart.smith@gmcnetwork.com)

Client approval/Notice to Proceed:

Name:

Date:

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:** Right-of-way Acquisitions Mid-North Foley, or the "Project"

PART 2. GENERAL DESCRIPTION OF PROJECT SITE:

See attached Scope of Services Tasks

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

Right-of-way sketch map Exhibits and field locations

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

See proposed fees along each Task within the attached Scope of Services

**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

10/11/2024

## 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.

#### **Work Scope areas per Task**

Task 1, \$2,200.00 - Pecan Street from 9<sup>th</sup> Ave to West Lawson

Task 2, \$4,000.00 – East-West R/W. along north line of Parcel PIN 67686

Task 3, \$5,600.00 - East-West R/W along south line of Parcel PIN 83219, 18300, 1378, & 46677  
(replat if needed)

Task 4, \$5,600.00 - Replat Blocks C & F of Reimer Subdivision (Slide 128-B) to allow a 30' r/w  
along east property line

Task 5, \$16,000.00 - N. Pecan St from Hwy 98 to Future East Section Street, includes section  
and property ties for future tasks 6 thru 10

Task 6, \$2,900.00 - North Pecan St from Future East Section Street to East Berry extension

Task 7, \$2,900.00 - East Berry Street extension from Juniper Street to North Pecan

Task 8, \$2,900.00 - North Pecan St from Future East Berry extension to East Fern

Task 9, \$2,900.00 - East Section Street extension from Juniper Street to North Pecan

Task 10, \$2,900.00 - East Section Street extension from North Pecan Street to Bender Road

**\*Note: Fees associated to tasks 6 thru 10 are contingent on the completion of Task 5**

#### **Right of Way Acquisition Preparation**

Search, find, locate and/or tie down various property and/or section corners to find the common property line between parcels for a proposed road right-of-way. Minimum boundary and as-built locations will be recorded to help determine property line positions and/or private improvements along the property lines.

The base map will be used to prepare the following information for future acquisitions of land and or interest of land required for roadway improvements and appurtenances for Tasks 1-8:

- A. Exhibit Sketches and descriptions for acquiring right-of-way:
  - 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

#### **Schedule**

Work will commence upon GMC receiving a written notice to proceed (NTP).

Initials \_\_\_\_\_

