



Goodwyn Mills Cawood

117 Jefferson Street North
Huntsville, Alabama 35801

T (256) 539-3431
F (256) 536-9913

www.gmcnetwork.com

October 2nd, 2022

Ms. Michelle Dunson, PE, CFM
Deputy City Engineer
Madison Alabama
100 Hughes Road
Madison, AL 35758

RE: Mill Road Drainage Project | Madison, AL

via: e-mail

Dear Michelle:

Goodwyn Mills and Cawood, LLC (GMC) appreciates the opportunity to submit a proposal for professional services for a proposed drainage project along the south side of Mill Road in Madison, Alabama. We have prepared this proposal for your review and comment, and we look forward to working with you throughout this project. This proposal will define the general scope of the work, our project team, and our proposed services along with the compensation structure.

A> PROJECT SCOPE:

The proposed project is comprised of the rebuilding and slope stabilization/armoring of an unnamed tributary from where it crosses to the south side of Mill Road at the eastern edge of the Millstone Subdivision to just east Balch Road for about 1350 lf of drainage ditch. The professional services that GMC will include in this proposal are: Engineering Design Documents, USACOE Delineation & Permitting, NPDES Permitting, Utility Location/Depth Verification.

B> PROJECT TEAM:

The following group of Design and Consulting Professionals are being proposed as the design team:

Engineering Design Documents	Goodwyn Mills Cawood
Geotechnical Investigation	Goodwyn Mills Cawood
Retaining Wall Design	John Clinton Hines, PE
Utility Location/Depth Verification	Smith Industrial Services
USACOE Delineation/Permitting	Goodwyn Mills Cawood
NPDES Construction Stormwater Permitting	Goodwyn Mills Cawood

C> BASIC SERVICES:

We have included comprehensive consulting services associated with the above-described project scope. Provided consulting services include the following:

- **Engineering Design Documents:** GMC will prepare documents suitable for permitting and construction for the stabilization of the stream banks of the unnamed tributary, as described above. The south bank will be armored/stabilized and the north bank will be stabilized with an engineered slope/wall product that integrates with the Mill Road Shoulder and the existing stream crossings. Existing utilities will be coordinated with and the improvements designed to minimize impacts. All existing sanitary structures and pipes will be profiled to coordinate grading impacts. Plans will include demolition, grading, drainage, utility, BMP, details, and any product information or product design provided by product manufacturers. GMC will prepare the technical specs and the bid documents. GMC will submit 60% & 90% plans for review and comments that will be incorporated in the subsequent documents.
- **Geotechnical Investigation:** See attached proposal, Attachment "A", for the geotechnical investigation, along with the applicable terms and conditions.
- **Retaining Wall Design:** See attached proposal, Attachment "B", for the geotechnical investigation, along with the applicable terms and conditions.
- **Utility Location/Depth Verification:** GMC will subcontract to Smith Industrial Services to hydro excavate/locate critical utility infrastructure in the project area that could be affected by the proposed design. GMC will also be on site during the hydro excavation to survey locate the exposed utility and



verify the depth of cover. GMC proposes that this cost be covered as "time and materials", but has included an Allowance in the proposal that will cover up to two days with Smith Industrial and the survey crew. Should additional days be required, additional charges will apply.

- **As-Built Documents:** GMC will perform an as-built survey after construction is complete of the infrastructure and improvements made as a part of this project. The survey will be prepared to state minimum technical standards and will be based on State Plane coordinates. The as-built will be provided to the City of Madison in both cad and pdf format.
- **US Army COE Permitting:** Impacts to waters of the U.S. will be determined upon completion of the final stream stabilization design. Impacts to jurisdictional waters of the U.S. require permitting through the U.S. Army Corps of Engineers (USACE). Based on knowledge of the proposed project, it is anticipated that it would fall under an USACE Nationwide Permit 13 (NWP 13) for Bank Stabilization. GMC is prepared to submit a pre-construction notification to the district engineer prior to commencing the activity if the bank stabilization activity: (1) involves discharges of dredged or fill material into special aquatic sites; or (2) is in excess of 500 feet in length; or (3) will involve the discharge of dredged or fill material of greater than an average of one cubic yard per running foot as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line. It is our understanding that regulatory concurrences are required with this permit, including documentation demonstrating compliance with the Endangered Species Act and compliance with section 106 of the National Historic Preservation Act. The proposed scope includes these concurrences and a Waters of the US delineation. In the event that the proposed impacts do not fall within the limits of a NWP 13 and an individual permit is required, additional scope and fees will be negotiated at that time.
- **Alabama Department of Environmental Management (ADEM) NPDES Permitting & Inspections:** GMC will prepare the initial Notice of Intent (NOI) and the Construction Best Management Practices Plan (CBMPP) as required by ADEM to receive the Notice of Registration (NOR). ADEM does require a permit fee \$1385, which will be paid directly by the owner.

D> SPECIAL & ADDITIONAL SERVICES:

- **As-Built Services or Surveys:** Other than the as-builts required by the owner or what is included in the above scope.
- **Construction Administration:** No CA is included in the scope of the project and can be negotiated at a later date, once the construction of the project is funded by the City.
- **NPDES required Inspections:** These inspections are being excluded at this time, but can be negotiated at the time that construction commences.

E> COMPENSATION & FORM OF CONTRACT:

BASIC & SPECIAL SERVICES FEES:

We propose performing the work illustrated above under the "Scope of Services" sections in accordance with the following schedule. We calculate services in one of three 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.

	FEE CALCULATION				TYPE
BASIC SERVICES:	Engineering		=	\$42,000	LS
	Geotechnical Investigation		=	\$38,000	LS
	Retaining Wall Design		=	\$18,000	LS
	Utility Location/Depth Verification		=	\$10,000	Allow
	As-built Documents		=	\$5,500	LS
	USACOE Permitting		=	\$15,000	LS
	NPDES Permitting		=	\$2,250	LS

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 1.2 times our cost:



- **Travel Expenses:** Costs incurred by our employees associated with the project for out-of-town travel, such as meals, hotels, car rentals, and flights are considered Owner reimbursable expenses and will be billed monthly. GMC doesn't expect any out-of-town travel associated with this project for its employees and if the situation occurs where travel of this nature is necessary, GMC will request approval from the client in advance of said travel. The only Travel related expenses that are expected for this project would be mileage.
- **Consultant Expenses:** The reimbursable expenses of our consultants are Owner reimbursable expenses and include travel expenses, printing costs for drawings transmitted to GMC, mileage, lodging, out-of-town meals, and similar project related charges. The only "Consultant" related expenses anticipated on this project will be associated with Hydro Excavation provided by Smith Industrial Services, which will be covered by the allowance.

ADDITIONAL SERVICES:

Additional services are services outside of the scope noted herein, or services that were not anticipated at the writing of this agreement, or are special services requested by the Owner. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Unless negotiated to the contrary, approved Additional Services shall be calculated as follows:

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

F> HOURLY RATES AND CONTRACT TERMS:

Please see "Attachment A" for the Geotechnical Proposal, "Attachment B" for the Retaining Wall Design Proposal, "Attachment C" for the current GMC Standard Rates and Fee Schedule and "Attachment D" for the Standard Contract Provisions. These attachments will be considered a part of this agreement.

G> QBS STATEMENT:

The Alabama Board of Licensure for Professional Engineers and Land Surveyors Qualification Based Selection Requirements prohibits engineers and land surveyors from "bidding" professional services. Due to these requirements, the consultant must first be chosen based on the firm qualifications prior to submitting a fee proposal. By submitting this proposal, GMC assumes that it has been selected to provide the included services. If this is not the case, the addressee of this letter should treat this letter and its contents as a scope description and fee estimate, which can be clarified and edited at a later date.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:
GOODWYN, MILLS AND CAWOOD, LLC



J. Coleman Williams, P.E.
Vice President Engineering

Accepted:
The City of Madison, Alabama

Paul Finley, Mayor X:

Date: _____

Attest:

Lisa D. Thomas, City Clerk-Treasurer

ATTACHMENT A



Goodwyn Mills Cawood September 23, 2022

117 Jefferson Street North
Huntsville, Alabama 35801

T (256) 539-3431
F (256) 536-9913

www.gmcnetwork.com

Ms. Michelle Dunson, PE, CFM
City of Madison
Engineering Department
100 Hughes Road
Madison, Alabama 35758

RE: Proposal for Geotechnical Services
Proposed Gravity Retaining Wall on Mill Road
Madison, Madison County, Alabama
GMC Geotechnical Proposal No. GP-22-194G

Dear Ms. Dunson,

Goodwyn Mills Cawood, LLC (Geotechnical & Construction Services Division) is pleased to provide this proposal to perform a geotechnical exploration for the proposed gravity retaining wall on Mill Road located in Madison, Alabama. This proposal discusses the proposed scope of services to be provided by Goodwyn Mills Cawood (GMC) and presents the applicable fees.

PROJECT INFORMATION

The project will consist of constructing a gravity retaining wall constructed within 10 feet of the edge of Mill Road. We have been provided with the topographic survey and the requested spacing of no more than 75 feet apart and coring refusal material, if encountered in 4 or 5 locations. Due to the existing creek and minimal shoulder, the borings will have to be drilled along the side of the road. Traffic control will be required to perform the drilling.

GEOTECHNICAL SCOPE OF SERVICES

Field Exploration

As requested, we propose to drill a total of sixteen (16) soil test borings spaced at approximately 75 feet apart. The borings will be drilled to 30 feet or to refusal, whichever is encountered first. If auger refusal is encountered within the top 20 feet, we will core 5 feet of the refusal material in two or three boring locations.

Split-spoon sampling and standard penetration testing will be conducted at standard intervals in the borings. Each borehole will be backfilled with soil cuttings from the drilling process upon completion. Relatively undisturbed samples will be attempted in two borings to perform undisturbed triaxial shear tests in the retained zone and below the foundation level.

We understand that Mill Road has about 9,000 vehicles per day in this area, we propose to start work shortly after 8:00 AM and finish before 5:00 PM each day. We anticipate the drilling to take 5 days to complete. During the drilling we will close one lane and provide personnel to direct traffic during road closures.



Information/Services to be Provided by Client

It is assumed that the following information and services will be provided by the client or its representative:

- Designate a person to act as their representative, with respect to the services rendered in this proposal.
- Obtain rights-of-entry, permits, easements, landowner permission, or other access authorization required to perform the services described in this proposal.

Laboratory Testing

A geotechnical engineer will visually classify soil samples obtained from the drilling process. Selected soil samples will be retained for a limited amount of laboratory testing. These tests may include Atterberg limit determinations, grain size determinations, and natural moisture contents. Triaxial shear tests will be performed on suitable undisturbed samples, if applicable.

Reporting

All work will be performed under the direction of one of our Alabama registered professional engineer specializing in geotechnical engineering. Once the field and laboratory work has been completed, we will provide you with a written report that will include the following:

- A brief summary of our test procedures and the results of all field and laboratory testing.
- A review of the site conditions and geologic setting.
- A review of subsurface soil stratigraphy including the individual Boring Logs, Subsurface Diagrams, and a Boring Location Plan.
- We will provide traffic control during the drilling process.
- We will backfill the bore holes and patch with asphalt cold patch.
- Information regarding groundwater conditions (if encountered).
- Recommended foundation types for the subsurface conditions encountered including anticipated foundation bearing capacities, potential settlements, and installation recommendations and bearing depths.
- Provided estimated soil parameters for retaining wall design.
- Perform global stability of the proposed retaining wall based on preliminary wall design (to be provided).
- Seismic site classification based on SPT N-values and previous experience.

COMPENSATION

The cost is based on the site being drilled with a truck-mounted drill. Based on the above scope of services, we will perform the above scope of services for the following fee breakdown:

Field Exploration.....	\$19,430
Traffic Control.....	\$ 9,050
Laboratory Testing	\$ 4,320
Reporting/Analysis.....	\$ 5,200
Total Fee.....	\$38,000



SCHEDULE

We can begin our fieldwork in about 4 to 5 weeks of receiving authorization. We anticipate the boring layout and field exploration to take about 5 days. Laboratory testing will take about 3 weeks to complete. We will provide a written report within 3 weeks upon the completion of laboratory testing.

We appreciate the opportunity to propose these services to you on this phase of the project. If you have any questions pertaining to this proposal, please do not hesitate to call.

Sincerely,
Goodwyn Mills Cawood, LLC

Michael J. McNeill, PE
Senior Geotechnical Engineer
Geotechnical & Construction Services

AUTHORIZATION

If this proposal is acceptable, please sign in the space provided to formalize the agreement. We note that the attached General Conditions are a part of this proposal.

Agreed To* This _____ Day of November, 2022
Name: Paul Finley X: _____
Title: Mayor
Firm: City of Madison, Alabama
Address: 100 Hughes Road Madison AL 35758
Phone: 256-772-5681 Email: Legal@madisonal.gov

**Constitutes acceptance of GMC's General Conditions*



**GOODWYN MILLS CAWOOD, LLC
GEOTECHNICAL & CONSTRUCTION SERVICES
GENERAL CONDITIONS**

1. **PARTIES AND SCOPE OF WORK:** Goodwyn Mills Cawood, LLC (hereinafter referred to as "GMC") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by GMC as set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by GMC. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client are adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GMC's work. GMC shall have no duty or obligation to any third party greater than that set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GMC, or the reliance on any of GMC's work, shall constitute acceptance of the terms of GMC's proposal and these General Conditions regardless of the terms of any subsequently issued document. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GMC. GMC's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GMC because of this Agreement or the performance or nonperformance of services hereunder. The Client and GMC agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by GMC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and GMC's recommendations. Client agrees to indemnify, defend and hold GMC, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or GMC's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GMC, its officers, agents or employees, subject to the limitation contained in paragraph 10.
3. **SCHEDULING OF WORK:** The services set forth in GMC's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by GMC personnel at the prices quoted. If GMC is required to delay commencement of the work or if, upon embarking upon its works, GMC is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of GMC, additional charges will be applicable and payable by Client.
4. **RIGHT OF ENTRY:** Client will arrange and provide such right of entry to the site as is necessary for GMC to perform the work. It is understood by client that in the normal course of work, some damage may occur. GMC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GMC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires GMC to restore the site to its former condition, upon written request GMC will perform such additional work as is necessary to do so and Client agrees to pay to GMC for the cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** client represents and warrants that it has advised GMC of any known or suspected hazardous materials, utility lines and pollutants at any site at which GMC is to do work hereunder, and unless GMC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save GMC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to GMC's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to GMC by Client.
6. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring GMC to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
7. **RESPONSIBILITY:** GMC's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. GMC shall not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare. GMC's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance or its work in accordance with the contract documents. GMC has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Unless otherwise agreed to in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after GMC's report delivery, unless a written request has been submitted by the Client stating otherwise.
9. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under



applicable law), until paid. Client agrees to pay GMC's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. GMC shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein GMC waives any rights to a mechanics' lien, or any provision conditioning GMC's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that GMC shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of GMC from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. **LIMITATION OF LIABILITY:** GMC's services will be performed, its findings obtained and its reports prepared in accordance with its proposal, client's acceptance thereof, these general conditions, and with generally accepted principles and practices. In performing its professional services, GMC will use that degree of care and skill ordinarily exercised under similar principles and practices by members of its profession. Statements made in GMC reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Should GMC or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon GMC's work agree that the maximum aggregate amount of the liability of GMC, its officers, employees, and agents shall be limited to \$25,000.00 or the total amount of the fee paid to GMC for its work performed with respect to the project, whichever amount is greater. No action or claim, whether in tort, contract, or otherwise, may be brought against GMC, arising from or related to GMC's work, more than two years after the cessation of GMC's work hereunder.
11. **INDEMNITY:** Subject to the foregoing limitations, GMC agrees to indemnify and hold Client harmless from and against costs and expenses including reasonable attorney's fees to the extent caused by GMC's negligence. Client shall provide the same indemnification as contained in this paragraph to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against GMC, the party initiating such action shall pay to GMC the costs and expenses incurred by GMC to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that GMC shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Client shall compensate GMC for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GMC's files in order and/or protect its professional reputation.
13. **WITNESS FEES:** GMC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay GMC's legal expenses, administrative costs and fees pursuant to GMC's then current fee schedule for GMC to respond to any subpoena.
14. **SEVERABILITY:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event of any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **SAFETY:** Should GMC provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures conducted by GMC is not intended to include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the construction site, such duties are not within consultant's scope of work.
16. **SITE EVENTS:** If such are within GMC's scope of work, Client agrees that GMC will not be expected to make exhaustive or continuous onsite inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GMC will not assume responsibility for the Contractor's means, method, techniques, sequences, or procedures of construction, and it is understood that field services provided by GMC will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" may be conveniently used to mean periodic observation of the work and the conduction of tests by GMC to verify substantial compliance with the plans, specifications, and design concepts. Continuous "inspection" by our employees does not mean that GMC is observing placement of all materials. Full-time inspection means that an employee of GMC has been assigned for eight-hour days during regular business hours.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

ATTACHMENT B



**John
Clinton
Hines, P.E.**
geotechnical design
consultant

4030 Mt. Carmel-Tobasco Rd., Ste. 319
Cincinnati, OH 45255
ph. 513.843.6570
www.jchines.com

ENGINEERING SERVICES PROPOSAL

September 21, 2022

Client: Goodwyn Mills Cawood, LLC
2400 5th Avenue South, Ste. 200
Birmingham, AL 35233
Attn: Cole Williams, P.E.

Project: City of Madison
Mill Road Drainage Improvements
Madison, Alabama

We are pleased to offer this proposal for engineering consulting and design services related to the proposed retaining walls for the subject project. The following represents our current understanding of the project and our proposed scope of design services.

INTRODUCTION

The subject project will consist of the design of three (3) REDI-ROCK™ precast modular block retaining walls supporting a cut excavation in the drainage channel adjacent to Mill Road. The proposed retaining walls are approximately 1,200 linear feet in length, comprises a total face area of approximately 13,600 square feet and a maximum design height of 12.0 feet. The retaining wall design will include the design of two (2) cast-in-place concrete headwalls and/or pipe collars for a 24" RCP and a 30" RCP cross-drain outlet penetration through the block wall face. Final dimensions of the walls shall be consistent with the requirements of the final project site grading plans as approved by the owner.

DESIGN SCOPE

The following design scope of work will be completed in accordance with current national standards of practice in retaining wall design, current state and local building codes and published material manufacturer's recommendations.

1. **Review of the project soils information.** We will review the project geotechnical report(s) and incorporate the recommendations of the project geotechnical engineer regarding the shear strength, allowable bearing capacity and design parameters appropriate for the in-situ soils.
2. **Preparation of construction drawings.** We will prepare all necessary elevation profiles, cross-sections, construction details and typical product details as well as installation specifications and inspection requirements necessary for proper construction. We will address all utility conflicts with the proposed retaining wall alignment. We will provide any additional retaining wall details as necessary for proper construction to accommodate utilities that must be placed above or below the proposed location of the retaining wall. The construction drawings will be sealed by a professional engineer licensed to practice in the state of Alabama and will be furnished as 24"x36" plan sheets in pdf format suitable for reproduction.
3. **Preparation of structural calculations.** We will prepare sealed calculations in accordance with the 8th Edition AASHTO LRFD Bridge Design Specifications as applied to earth retaining wall systems. The calculations will include analysis of all internal and external modes of failure, surcharge loads, live loads, seismic loading, the design of necessary subsurface drainage systems, deep-seated (overall) global stability analysis and any destabilizing effects of frost heave or rapid-drawdown conditions as appropriate. The calculations will be provided in a deliverable report that discusses all necessary assumptions and summarizes the results of the structural analysis. The final calculations report will be sealed by a professional engineer licensed to practice in the state of Alabama.

4. **Preparation of neat quantity summary.** Neat quantities for all materials required by the design to be permanently incorporated into the construction of the retaining walls will be summarized in a separate report.

EXCLUDED SCOPE / ITEMS FOR ADDITIONAL CONSIDERATION

- Final site grading and drainage design
- Geotechnical subsurface investigation
- Construction inspection services
- Preparation and cost of permit applications

SCHEDULE

Construction drawings will initially be issued as 100% complete drawings for construction pending review. Please allow 10 to 14 business days for delivery of the construction document submittal as defined in the forgoing design scope. Delivery of any revisions to the initial construction document submittal shall be established on a mutually agreed schedule following receipt of review comments and client's notice to proceed.

COMPENSATION

Fees for services rendered in performance of the above design scope shall be billed on an hourly basis according to the following fee schedule with a total not to exceed sum of:

FIFTEEN THOUSAND DOLLARS (\$15,000.00)

Any redesign of the retaining walls to accommodate changes in the site plan or any other factors beyond the reasonable control of JC Hines and Associates will be charged at the hourly rates below.

FEE SCHEDULE

Principal Engineer.....	\$ 180.00 / Hour
Sr. Project Engineer.....	\$ 150.00 / Hour
Sr. Project Designer.....	\$ 120.00 / Hour
Project Designer.....	\$ 90.00 / Hour

Any project related travel deemed necessary by the client will be billed in addition to the hourly rate as follows:

Automobile Mileage	\$ 0.65 / Mile
Reasonable Travel Expenses.....	Cost + 15%

DESIGN DELIVERY

Sealed structural calculations in support of the construction drawing file and the retaining wall material quantities summary report will be furnished as digital image computer files (.pdf). Construction drawing files will be furnished as .pdf format and delivered via electronic mail. Copies of the structural calculations report and construction drawings are available at the cost of reproduction and shipping. Shipment of requested paper copies will be made at the Client's expense via express mail.

Please review the following "Standard Form of Agreement For Engineering Services" which is also included as part of this proposal. We thank you for the opportunity to offer this proposal for your consideration. Should it meet with your approval, please indicate your acceptance by signing at the bottom of Page 5. Please do not hesitate to contact us should you have any questions or concerns regarding this proposal.

Respectfully Submitted:



John Clinton Hines, P.E.
Alabama Registration No. 26857-E

This proposal is confidential and intended for use only by the intended recipient in consideration of design services for the referenced project. This proposal is valid for a period of thirty (30) calendar days.

STANDARD FORM OF AGREEMENT FOR ENGINEERING SERVICES

I. BACKGROUND

1.1 This AGREEMENT for engineering services is made by and between John Clinton Hines, P.E., 4030 Mt. Carmel-Tobasco Rd., Ste. 319, Cincinnati, OH 45255, hereinafter the CONSULTANT and Goodwyn Mills Cowood, LLC, 2400 5th Avenue South, Ste. 200, Birmingham, AL 35233 hereinafter the CLIENT. This AGREEMENT shall remain in effect until substantial completion of site work construction for the PROJECT (as defined in Section II below) unless terminated earlier as provided in Paragraphs 13.1 & 13.2.

1.2 This document represents the entire AGREEMENT between the CONSULTANT and CLIENT. It supersedes all other communications, understandings and agreements both oral and written. Amendments to this AGREEMENT must be in writing and signed by both the CONSULTANT and the CLIENT.

II. PROJECT DESCRIPTION

2.1 The development, hereinafter known as the PROJECT, shall mean the proposed Mill Road Drainage Improvements in Madison, Alabama.

III. SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the engineering design of REDI-ROCK precast modular block retaining walls for the CLIENT on the PROJECT. The deliverables, hereinafter known as the DESIGN shall be as detailed in the foregoing PROPOSAL.

IV. SCHEDULE FOR RENDERING OF SERVICES

4.1 At the CLIENT'S request, the CONSULTANT shall prepare and submit for CLIENT approval, a schedule for the performance of the above scope of services. This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope and disposition of the PROJECT as requested by the CLIENT or for delays caused by factors beyond the reasonable control of the CONSULTANT.

V. STANDARD OF PRACTICE IN DESIGN

5.1 In providing the scope of services under this AGREEMENT, the CONSULTANT will perform in a manner consistent with that degree of care and skill ordinarily exercised by registered professional engineers engaged in the practice of retaining wall design under the same conditions at the same time and in the same locality. CONSULTANT makes no warranty, express or implied, as to its professional services rendered under this AGREEMENT.

VI. FEES

6.1 Compensation for services rendered shall be as set forth in the attached PROPOSAL.

VII. PAYMENT TERMS

7.1 Invoices shall be submitted by the CONSULTANT on a monthly basis for all services provided at hourly rates. All invoices are due upon receipt unless otherwise noted in the PROPOSAL. All unpaid, undisputed invoices aged 30 days or more shall be considered past due. CONSULTANT, at its sole discretion, may choose to temporarily suspend services under this AGREEMENT as set forth in 7.2 until payment has been secured from the CLIENT for any and all past due invoices. Payment by the CLIENT to the CONSULTANT for services rendered shall not be contingent upon the CLIENT's receipt of payment from others.

7.2 Failure of the CLIENT to make payment to the CONSULTANT for services rendered in accordance with the payment terms herein shall constitute a material breach of this AGREEMENT. Upon such breach of this AGREEMENT by the CLIENT, the CONSULTANT, at its sole discretion, may choose to suspend performance of services upon five (5) calendar-days written notice to the CLIENT. The CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by this breach of the AGREEMENT by the CLIENT. Upon payment in full by the CLIENT, the CONSULTANT shall resume services suspended under this AGREEMENT.

VIII. WRITTEN NOTICE

8.1 For purposes of this AGREEMENT, written notice shall require delivery via prepaid first-class mail, electronic mail or facsimile transmission. The notice shall be addressed to the attention of "President" of the intended party at the physical address of that party listed in Section I. The effective date of any such notice shall be the date transmitted or sent.

IX. INSURANCE

9.1 CONSULTANT shall maintain insurance coverage for professional liability in the amount of \$2 Million per claim and \$2 Million aggregate for a period of not less than one year following completion of the DESIGN.

X. PROJECT INFORMATION

10.1 The CLIENT shall furnish, at the CLIENT'S expense, all pertinent information required to perform the DESIGN, including but not limited to, architectural design specifications, technical reports, geotechnical laboratory test data and test results, land surveys, civil engineering site plans detailing existing site topography, proposed site grading, location of proposed site drainage structures and proposed site utilities, a report of geotechnical investigation and the recommendations of the project geotechnical engineer for the engineering properties of the soil in the reinforced, retained and foundation zones of the retaining wall structure(s) and information relating

to any and all surcharge loading conditions required to be supported by the proposed retaining wall(s). The CONSULTANT may use such information in preparing the DESIGN and is entitled to rely upon the accuracy and completeness thereof.

10.2 When it is not possible for the CLIENT to provide the project geotechnical engineer's recommendation for the engineering properties of soil in the areas that influence the retaining wall design, the CONSULTANT shall make assumptions based upon the report of geotechnical site investigation. In the case of such assumptions on the part of the CONSULTANT, it shall become the responsibility of the CLIENT to obtain concurrence review and approval of these assumptions by a qualified geotechnical engineer familiar with the site geotechnical conditions prior to construction. The CONSULTANT assumes no responsibility or liability for the accuracy of the assumed soil properties or for the interpretation of the subsurface conditions.

XI. OWNERSHIP OF DOCUMENTS

11.1 All signed and sealed documents produced by the CONSULTANT under this AGREEMENT shall remain the property of the CONSULTANT and may not be used by the CLIENT for any other purpose unrelated to the PROJECT without the written consent of the CONSULTANT.

XII. CONSTRUCTION OBSERVATION

12.1 When requested by the CLIENT, a representative of the CONSULTANT will visit the site to observe the progress and quality of the construction. Through this observation, the CONSULTANT shall endeavor to guard the CLIENT against defects and deficiencies in construction and will advise the CLIENT to reject work not in compliance with the CONSULTANT'S DESIGN; however, the CONSULTANT shall not be responsible for the failure of the contractor(s) to perform construction work in accordance with the DESIGN. The CONSULTANT shall not be responsible for the means, methods or procedures of construction selected by the contractor, and the contractor shall remain solely and completely responsible for conditions of the job site including the safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours. When on the site, the representative of the CONSULTANT is responsible for his/her own safety but has no responsibility for the safety of other personnel or other general safety conditions at the site.

XIII. TERMINATION

13.1 This AGREEMENT shall terminate upon substantial completion of the PROJECT or at the convenience of the CLIENT, without cause, with not less than five (5) calendar-days advance written notice to the CONSULTANT.

13.2 In the event of termination of this AGREEMENT by the CLIENT prior to completion of the PROJECT, the CLIENT shall, within thirty (30) calendar days of the effective date of termination, pay the CONSULTANT for all services rendered and all reimbursable costs incurred by the CONSULTANT up to and including the effective date of termination, in accordance with the payment provision of this AGREEMENT.

XIV. ASSIGNMENT

14.1 Neither party to this AGREEMENT shall transfer, sublet or assign any rights under or interest in this AGREEMENT, including but not limited to payments due or payments that may become due for services rendered without prior written consent of the other party.

XV. INDEMNIFICATIONS

15.1 The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees, and defense costs, to the extent caused by the CONSULTANT'S negligent performance of professional services under this AGREEMENT and that of its sub-consultants or anyone for whom the CONSULTANT is legally liable.

15.2 The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and sub-consultants (collectively, CONSULTANT) against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT'S negligent acts in connection with the PROJECT and the acts of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable.

15.3 In addition, the CLIENT agrees that to the fullest extent permitted by law, no shareholder, officer, director, principal or employee of the CONSULTANT shall have personal liability under this AGREEMENT, or for any matter in connection with the professional services provided with the PROJECT.

15.4 Neither the CLIENT nor the CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

XVI. HAZARDOUS MATERIALS

16.1 The CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form.

XVII. SURVIVAL AND SEVERABILITY

17.1 Notwithstanding completion or termination of this AGREEMENT for any reason, all rights, duties and obligations of the parties to this AGREEMENT shall

survive such completion or termination and remain in full force and effect until fulfilled.

17.2 Any term or provision of this AGREEMENT found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this AGREEMENT shall remain in full force and effect.

XVIII. GOVERNING LAWS

18.1 With the exception of claims for professional negligence or errors and omissions, this AGREEMENT shall be construed and enforced in accordance with the laws of the state of Ohio.

XIX. MEDIATION

19.1 With the exception of claims arising from delinquent payments, prior to the institution of any legal proceedings, the parties shall submit any claims or disputes arising under this AGREEMENT to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association.

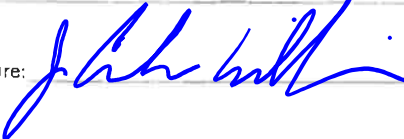
XX. EXECUTION OF THE AGREEMENT

20.1 The CLIENT indicates their acceptance of the terms and conditions of this AGREEMENT with their signature below.

Client: Goodwyn Mills Cawood, LLC

Printed Name: J. Coleman Williams

Title: Vice President Engineering

Signature: 

Approved by City of Madison, Alabama

Paul Finley, Mayor of Madison

Attest:

Lisa D. Thomas, City Clerk-Treasurer



ATTACHMENT C

2022

Engineering Standard Rate and Fee Schedule

Standard Hourly Rates

Executive Vice President	\$ 250.00	Survey Crew	
Vice President	\$ 220.00	2-Person	\$ 175.00
		3-Person	\$ 235.00
Regional Technical Leader	\$ 220.00	4-Person	\$ 295.00
Design Manager	\$ 210.00		
State Technical Leader	\$ 190.00	Field Tech I	\$ 60.00
Design Coordinator	\$ 175.00	Field Tech II	\$ 75.00
Technical Specialist	\$ 150.00	Field Tech III	\$ 100.00
Senior Project Manager	\$ 200.00	Survey Tech I	\$ 85.00
Project Manager	\$ 175.00	Survey Tech II	\$ 110.00
Assistant Project Manager	\$ 150.00	Survey Tech III	\$ 125.00
Project Engineer	\$ 140.00	Project Coordinator	\$ 120.00
Project Professional	\$ 125.00	Project Surveyor	\$ 175.00
Staff Professional	\$ 115.00		
Senior Designer	\$ 140.00		
Designer	\$ 110.00		
CADD Tech II	\$ 100.00		
CADD Tech I	\$ 85.00		
Construction Engineering Manager	\$ 140.00		
Contract Administrator	\$ 95.00		
Senior Construction Representative	\$ 115.00		
Construction Representative	\$ 95.00		
Executive Administrative Assistant	\$ 85.00		
Administrative Assistant	\$ 70.00		
Engineering Intern/Co-Op	\$ 60.00		

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.585 per mile
Travel/ Meals/ Lodging	Cost
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
Equipment Rental	Cost plus twenty percent

ATTACHMENT D

GOODWYN, MILLS & CAWOOD, LLC

STANDARD CONTRACT PROVISIONS

ASSIGNMENT

Neither party to this Agreement shall assign, or transfer any rights under or interest in this Agreement without the prior written consent of the other party except that ENGINEER may retain sub-consultants as ENGINEER deems appropriate and ENGINEER may make a collateral assignment of this Agreement to its lenders.

DISPUTE RESOLUTION

OWNER and ENGINEER agree that as a condition precedent to litigation they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or breach thereof to mediation unless the parties mutually agree otherwise. Within fifteen (15) days of receipt by one party of notice of a dispute and demand for mediation from the other party, the parties shall jointly select a mediator and shall conduct mediation within (30) days of receipt by one party of notice of a dispute and demand for mediation from the other party. The cost of mediation shall be paid equally by both parties. The OWNER and the ENGINEER further agree to require a similar mediation provision in all agreements with independent contractors and consultants, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

OWNER and ENGINEER agree that subsequent to a failed mediation, any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or breach thereof between the parties shall be filed in a court of jurisdiction with both parties waiving their right to a trial by jury. The OWNER and the ENGINEER further agree to require a similar provision in all agreements with independent contractors and consultants, thereby providing for litigation with a waiver of a right to trial by jury as the selected binding dispute resolution between the parties to those agreements.

ALLOCATION OF RISKS - INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's services under this Agreement. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by OWNER and ENGINEER in "Allocation of Risks", if any.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants from any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by OWNER, OWNER's officers, directors, partners, employees, agents and OWNER's consultants with respect to this Agreement or the Project.

If the OWNER requests drawings furnished by electronic media, the OWNER shall sign an agreement specifically excluding ENGINEER's liability from any use of such electronic media.

STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's service.

This Agreement is based on applicable laws, regulations, standards, and requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, and compensation.

FAILURE TO PAY

If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice, then amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against ENGINEER for any such suspension.

TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof, provided however, that if the failure is of such a nature that it cannot be cured within said thirty (30) day period, no right to terminate shall exist so long as the correcting party is diligently and in good faith pursuing the correction of the failure. The OWNER shall within thirty (30) calendar days of termination pay the ENGINEER for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

OPINIONS OF PROBABLE CONSTRUCTION COST

ENGINEER's opinions of probable construction cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

CONSTRUCTION PHASE SERVICES

Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees, agents or sub-consultants at a construction site, shall relieve any contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents or for the failure of any person or entity to carry out the work in accordance with any contract documents. Notwithstanding any inspections by ENGINEER or its employees, agents or sub-consultants, ENGINEER shall have no liability for the failure of any person or entity to carry out any work in accordance with any contract documents.

JOBSITE SAFETY

ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

The OWNER agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Contractor. The OWNER also agrees that the OWNER, the ENGINEER and the ENGINEER's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy. The ENGINEER and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

UNUSUAL OR CONCEALED PHYSICAL CONDITIONS

In the event ENGINEER encounters concealed or unknown conditions of an unusual nature, differing materially from those ordinarily encountered in similar work, the OWNER agrees the ENGINEER's scope of services, times of performance, and compensation shall be equitably adjusted.

MISCELLANEOUS PROVISIONS:

- a. **Notice:** All notices, requests, demands, tenders and other communications required or permitted hereunder shall be made in writing and shall be deemed to be duly given if delivered in person or mailed certified mail, return receipt requested, to the addresses set forth. Either party hereto may change the address to which notices, requests, demands, tenders and other communications to such party shall be delivered or mailed by giving notice to the other party hereto in the manner herein provided.
- b. **Waiver:** Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, but such waiver shall only be effective if evidenced by a writing signed by such party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on another occasion.

- c. **Amendments:** This Agreement may be amended or modified only by a writing signed by both of the parties hereto.
- d. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- e. **Governing Law:** The validity and effect of this Agreement shall be governed, construed and enforced under the laws of the State of Alabama.
- f. **Entire Agreement:** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and there are no representations or understandings between the parties except as provided herein.
- g. **Section Headings:** Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.
- h. **Time:** Time shall be of the essence in this Agreement.
- i. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.
- j. **Costs of Enforcement:** In the event that any party hereto defaults in the performance of its obligations hereunder, the non-defaulting party shall be entitled to recover from the defaulting party all fees, costs and expenses (including attorneys' fees and expenses) incurred in enforcing the provisions of this Agreement.
- k. **Construction of Agreement:** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.
- l. **No Third-Party Beneficiary:** This Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by only the parties hereto, their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, their respective successors and permitted assigns, any rights, remedies, obligations or liabilities of any nature whatsoever.