

# CHRISTIANPREUS

Landscape Architecture

URBAN STUDIO  
Memphis, TN

RURAL STUDIO  
Ackerman, MS

COASTAL STUDIO  
Fairhope, AL

April 25, 2024

City of Foley  
Attn: Mr. Wayne Dyess

Re: City of Foley – Downtown District Study of Historic Streets

Dear Wayne:

Thank you for considering Christian Preus Landscape Architecture, PLLC (CPLA) for the study and conceptual design of some of the historic streets in the Downtown of Foley. The objective for this planning effort will be to provide a comprehensive analysis of the existing conditions of Alston, Verbena, Myrtle, Orange, and S. Chicago Streets, and formulate a plan / vision for the future of these streets within the Downtown District.

## ITEM I: PLANNING WORKSHOP

**Fee:** \$43,765 Lump Sum

Our entire team will work with a steering committee for the City (a group of 5-6 representatives of staff, administration, and leadership) – for approximately 3.5-4 days to develop preliminary plans and a new vision for the identified historic streets and ROWs in the downtown. During that process, we will host an engagement session with the public to obtain their input to influence the preliminary plans and vision for the streets.

The design team will propose preliminary street cross sections, wayfinding, gateway, and streetscape related visuals for the City to consider at the end of the workshop.

## ITEM II: FINAL REPORT & GRAPHICS

**Fee:** \$11,650 Lump Sum

After the Steering Committee has had some time to process the proposed preliminary workshop ideas, we will make any minor refinements to the plans and ideas and summarize the process, data, and plans in a final report. Accompanying graphics will be provided for the portrayal of what the streets could look like one day, in addition to preliminary budgets per street. All this information will provide a road map for the future of Downtown Foley.

## TERMS

Work on this project will commence promptly upon receipt of this signed Letter of Agreement. Please make all checks payable to Christian Preus Landscape Architecture, PLLC. Progress billings will be submitted regularly throughout the term of the project. If an invoice is not paid within (30) days, work on the project will stop until all past due balances and progress billings are paid in full. If the Client fails to make payments when due and Christian Preus Landscape Architecture, PLLC incurs any cost to collect overdue sums from Client, then Client agrees that all such collection costs incurred shall immediately become due and payable to Christian Preus Landscape Architecture, PLLC. Collection costs shall include, without limitations, legal fees, and reasonable Christian Preus Landscape Architecture, PLLC staff costs at the standard billing rates for Christian Preus Landscape Architecture, PLLC. Collection costs shall survive the term of this Agreement or any earlier term set by either party. In the case of termination, Client agrees to pay in full for all fees and expenses, including collection costs, incurred up to the termination date.

The landscape architect is not responsible for the means and methods or appropriateness of the installation procedures undertaken by any contractor and not responsible for job safety. The landscape architect is not responsible for the location of any underground utilities or pipes, or any cracking in concrete, wood or other materials. The landscape architect is not responsible for cost overruns, foundation or drainage problems, or other complications related to the topographical elevation changes dictated by the design of the building or structures on the property. Client will hold harmless and indemnify the landscape architect and associates against all claims of bodily injury, property damage, and death. No extrinsic evidence, oral or written may be introduced to alter terms expressed herein no matter the cause or genesis.

## ADDITIONAL SERVICES

Additional services consist of professional services provided which are not described specifically above but are mutually agreed upon between the Client and the Landscape Architect. This may include, but is not limited to, multiple revisions of approved drawings, more design concepts than described in the scope above, or an increase in budget from the range described in Compensation for Services. Additional Services will be performed at the appropriate hourly rate, with estimates of time requirements first presented to you for approval.

Wayne, we are grateful to be considered for this project. Please let me know if you need any additional information to assist you at this time.

Sincerely,

CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC



04-24-24

BY : Christian H. Preus, ASLA

Date

Client

Date