

Sep 26, 2025



Mr. Taylor Davis, PE
Deputy City Engineer
Engineering Dept., City of Foley
200 W. Laurel Ave. Suite 225
Foley, AL 36535

Re: Cat Alley Entrance

Dear Mr. Davis:

WAS Design, Inc. is pleased to provide a proposal for landscape architectural services for your project. We are excited to work on a project as distinctive as yours. We believe that we can deliver landscape architectural services for your project that match this distinctiveness.

We have previously prepared a drawing set for this project, but it was under a different project delivery method than what is being proposed here. We completed drawings with short-form specifications for an "Owner as Contractor" type of delivery with subcontracts being sought with appropriate vendor specification within their respective proposals. This proposal is based upon revising that drawing set to a more conventional "design-bid-build" project delivery with full specifications as part of the contract documents as well as facilitating a standard City bid process. These differences, and others, are described in this proposal.

Admittedly, the fees are very high relative to the value of the project. We worked up our fees on a time and effort basis, and this is in line with our experience for this type of project sans economies of scale. We are certainly willing to discuss ways to reduce scope and save fees should that be desired.

On the following pages you will find the proposed scope of services and agreement that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to make this proposal to you. Once you have had a chance to review everything, please feel free to contact me with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Watkins", with a stylized flourish at the end.

Chad Watkins, PLA, ASLA
Principal
lcw

Sep 26, 2025

Mr. Taylor Davis
City of Foley Engineering Dept.
200 W. Laurel Ave. Suite 225
Foley, AL 36535

Cat Alley Entrance

Foley, Alabama

Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build plaza project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Client-advisor, providing assistance to the Client's project managers in their efforts to assure project quality.

II. SCOPE AREAS AND CORRESPONDING ELEMENTS

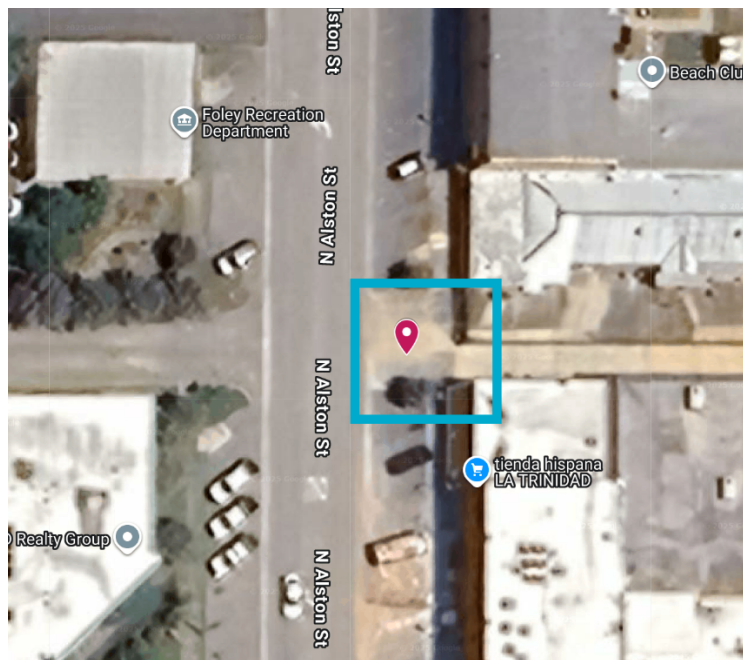


Figure 1: Project area bounded by blue rectangle

A. Site Landscape Design Elements (includes entry features and amenity areas)

1. Hardscape design
 - a) Specialty paving
 - Specialty sidewalks
 - Specialty plaza, or micro-plaza, areas
2. Site furnishings design
 - a) Pedestrian walkways and plaza areas
3. Landscape design
 - a) Context-sensitive plant material
 - b) Landscape per city regulations, as applicable
4. Irrigation design
 - a) Water-smart irrigation system
 - b) Central-controlled water management capability, to be connected to City system by City forces, if applicable
 - c) Irrigation water source determination
5. Site lighting design
 - a) Signage lighting design
 - b) Landscape lighting design
6. Grading and drainage design, pedestrian areas (IBC, ADAAG standards)
 - a) Surface grading design
 - Spot elevations of critical points
 - Slope requirements where applicable

B. Opinion of Probable Budget

Our numbers reflect unit pricing for the areas shown in *Figure 1*. We have attempted to assume some high unit pricing due to the lack of project scale, and loss of economies associated with a larger project. We believe the budget for material, labor, and other costs necessary to complete the job will be around the numbers shown below:

Work area type	Discipline type	Item	Unit Qty	Unit cost	Totals
1 - Site Landscape	Hardscape	Demo: Asphalt (SF)	4	\$ 8.00	\$ 32.00
		Demo: Concrete (SF)	319	\$ 10.00	\$ 3,190.00
		Unit paving, clay brick (SF)	236	\$ 30.00	\$ 7,080.00
	Hardscape Total				\$ 10,302.00
	Lighting/electrical	Electrical system, site panel/controls (LS)	1	\$ 1,000.00	\$ 1,000.00
		Lighting, accent fixture (EA)	2	\$ 800.00	\$ 1,600.00
	Lighting/electrical Total				\$ 2,600.00
	Planting and Irrigation	Irrigation (SF)	69	\$ 8.00	\$ 552.00

		Planting Bed Area (SF)	69	\$ 8.00	\$ 552.00
	Planting and Irrigation Total				\$ 1,104.00
	Site furnishings	Bollards	3	\$ 800.00	\$ 2,400.00
		Concrete curb (LF)	17	\$ 40.00	\$ 680.00
	Site furnishings Total				\$ 3,080.00
1 – Site Landscape Total					\$ 17,086.00
4 – Overall Project	General Conditions	Contingency (0.15 of HC)		\$ 17,086.00	\$ 2,562.90
		GC's General Conditions (0.08 of HC)		\$ 17,086.00	\$ 1,366.88
		GC's Overhead and Profit (0.09 of HC)		\$ 17,086.00	\$ 1,537.74
		Mobilization (LS)	1	\$ 5,000.00	\$ 5,000.00
		Permit fees (0.005 of HC)	1	\$ 17,086.00	\$ 85.43
	General Conditions Total				\$ 10,552.95
4 – Overall Project Total					\$ 10,552.95
Grand Total					\$ 27,638.95

III. SCOPE OF SERVICES

A. Conceptual Design

This phase of work has been previously completed. Any adjustments to the site design that could qualify for this phase of work will be captured within the next phase.

B. Land Survey

This scope of work includes preparation of a professional land survey of the project area by a qualified subconsultant. That agreement is included as an exhibit appended to the end of this document for reference. Fees for this service are included in this document's fee schedule in VI.B.

C. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery.

We had previously prepared deliverables for use by City Staff with procurement handled in an ad hoc subcontract manner without professional land survey base data. The design work described as

follows will add to the previous construction documents for use in the aforementioned project delivery scenario.

1. **Cover Sheet**
2. **Existing Conditions Plans**
 - a. To communicate how the work should be received by the contractor, whether by as-built survey or proposed work by others
3. **Erosion and Sedimentation Control Plans**
 - a. Limited to this scope's specific work areas and extents
4. **Hardscape Plans**
 - a. Structural engineering, as required, can be provided by subconsultant and billed as an additional service
5. **Landscape Grading and Drainage Plans**
6. **Planting Plans**
7. **Irrigation Plans**
8. **Landscape Lighting Plans**
 - a. With fixture location and type, and description of desired lighting effect per fixture.
 - b. Electrical engineering is excluded from the basic scope of services of this proposal. Electrical design is expected to be minor and design will be delegated to the Electrical Contractor as it relates to achieving the required permitting.
9. **Site Furnishings Plans**
10. **Project Manual**
 - a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
 - b. General Requirements Specifications, Division 01, as applicable to scope
 - c. Technical Specifications, Divisions 02-49, as applicable to scope
 - d. To be provided in Masterformat 2012 format
11. **Opinion of Probable Budget (OPB)**
12. **Unit-price Bid Form**
 - a. Based on OPB format

Two Design review instances are recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review.

D. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Client by offering the following services:

1. Bid process

- a. Assist the Client in conducting a competitive bidding process in accordance with the laws and rules of the state of Alabama governing public procurement.
 - b. Prepare bid documents, including invitations to bid, instructions to bidders, bid forms, and any other required documentation, ensuring compliance with state procurement laws and regulations.
 - c. Coordinate the bid process, including assistance with advertising, distributing bid documents, and conducting pre-bid conferences as necessary to clarify requirements and address bidder inquiries.
 - d. Review bid submissions for completeness and compliance with the contract documents (drawings and specifications), evaluating bid prices, qualifications, and any proposed alternatives or substitutions.
2. Contract Documents
 - a. Make reasonable efforts to ensure that the bid documents accurately reflect the requirements and specifications outlined in the contract documents (drawings and specifications).
 - b. Provide clarification and interpretation of the contract documents as needed to bidders during the bid process, ensuring a clear understanding of the project requirements.
3. Bid Evaluation:
 - a. Assist the Client in evaluating bids received, considering factors such as price, responsiveness to the contract documents, bidder qualifications, and any proposed alternatives or substitutions.
 - b. Provide recommendations to the Client regarding the selection of the lowest responsive and responsible bidder, in accordance with state procurement laws and regulations.
4. Contract Award:
 - a. Assist the Client in preparing contract documents and executing a contract with the selected bidder, incorporating the terms and conditions of the bid and ensuring alignment with the contract documents (drawings and specifications).
 - b. Provide support to the Client during the contract negotiation process, addressing any discrepancies or inconsistencies between the bid and the contract documents.
5. Compliance:
 - a. Make reasonable efforts to ensure that the procurement process complies with all applicable laws, rules, and regulations of the state of Alabama, including but not

limited to bid advertising requirements, bid opening procedures, and contract award criteria.

E. Construction Observation

Our services during this phase of the Work could include:

1. Pre-construction Phase:
 - a. Preconstruction Conference: Lead/attend a pre-construction conference with the Client, contractor, and other stakeholders to discuss project logistics, schedules, and expectations.
2. Construction Phase:
 - a. Regular Site Visits: Make regular, periodic site visits to observe construction progress, ensure compliance with contract documents, and address any issues that arise.
 - b. Submittal and/or Shop Drawing Review: Review shop drawings and submittals from contractors to make reasonable effort to ensure that they conform to the design intent and specifications.
 - c. Request for Information (RFI) Response: Respond to RFIs from contractors, providing clarifications and additional information as needed.
 - d. Change Order Review: Review change orders proposed by the contractor, evaluating their impact on the project scope, schedule, and budget. Manage change proposed by Client.
 - e. Progress Meetings: Participate in progress meetings with the Client, Contractor, and other stakeholders to discuss project status, issues, and resolutions.
 - f. Quality Assurance: Monitor the quality of workmanship and materials to make reasonable effort to ensure that they meet the project's standards and specifications.
 - g. Punch List Creation: Towards the end of construction, create a punch list of items that need to be completed or corrected before final acceptance.
 - h. Substantial Completion Inspection: Conduct a final inspection of the project to determine substantial completion, which signifies that the work is sufficiently complete for the Client to occupy or utilize the project.
 - i. Final Completion and Closeout: Assist in finalizing any remaining paperwork, including closeout documents, record drawings, and warranties, and ensures that the project is formally completed.

IV. AGREEMENT QUALIFICATIONS

A. Assumptions

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement, unless specifically noted, and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Civil and/or Geotechnical Engineering
2. Traffic control design during construction
3. Structural Engineering
4. Mechanical/Electrical/Plumbing Engineering
5. Aquatics Engineering
6. Building Architecture

C. Definitions/Abbreviations

The following definitions are provided to give a clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Client or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Client or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item
AHJ	Authorities-having-jurisdiction

HNTE	Hourly rates, not to exceed
Fee allowance	Fee amount provided as a budget placeholder, in advance of scope definition for corresponding consulting work. Final costs may be more or less than the amount identified in this proposal.

V. TERMS AND CONDITIONS

A. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. Past due invoices shall be assessed a 1.5% late charge for each month past due. In the event fees and/or costs are not paid when due, client agrees to pay all costs including time + expense of staff working toward collections and reasonable attorney's fees.
6. Some scope items will be billed on an hourly basis. Where a task is based on an estimated fee or allowance, these tasks will be billed by hours spent and may be less or more than the fee for each task.
7. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
8. Upon the parties signing this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

B. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services -WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or

email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.

3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services. A meeting is defined as any scheduled or unscheduled interaction initiated by either the consultant or the client for the purpose of discussing project-related matters, including but not limited to: project planning, progress updates, strategy sessions, problem-solving sessions, presentations, reviews, and decision-making discussions. Meetings may be conducted in person, via phone, video conference, or any other mutually agreed-upon method of communication. Each meeting should have a defined start and end time, but may not if the goal of the meeting is open-ended. Billable time for meetings includes preparation time, actual meeting time, and any necessary follow-up activities directly related to the meeting.
4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

VI. PRODUCTION AND FEES

A. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

Chad Watkins will be Principal-in-charge of the project, and Bryan Harrell will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

B. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

<i>Item</i>	<i>Scope of service phase</i>	<i>Amount &</i>	<i>Fee type</i>
A	Conceptual Design	already	completed
B	Land Survey	\$3,300.00	Fixed fee
C	Construction Documents	\$3,600.00	Fixed fee
D	Bid/Negotiation Assistance	\$1,500.00	Fixed fee
E	Construction Observation	\$2,400.00	Fixed fee
		\$10,800.00	GRAND TOTAL

C. Standard Hourly Rates

Principal	\$150.00
Landscape Architect I	\$120.00
Staff Designer	\$105.00
Administrative Staff	\$65.00

VII. ACCEPTANCE OF AGREEMENT

WAS Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

WAS Design, Inc.

City of Foley Engineering Dept.



Name

Name

Principal
Title

Title

Sep 26, 2025
Date

Date