

Mar 12, 2025



Mr. Wayne Dyess
Executive Director of Infrastructure and Development
City of Foley
407 E. Laurel Ave.
Foley, AL 36535

Re: Foley City Pattern Book

Dear Mr. Dyess:

WAS Design, Inc. is pleased to submit this proposal for landscape architectural services to assist in creating a design standards manual or pattern book that will guide the selection and procurement of urban design elements for Foley's parks, streetscapes, and outdoor public spaces. This process will include a design charrette to gather insights and preferences from city stakeholders. We are eager to work on such a unique project and believe our services align with the City's goals.

Our approach is grounded in progressive solutions, responsiveness to client and site needs, and creative design. We will proactively address project challenges, explore innovative solutions that maximize budget value, and remain attentive to the needs of the site, authorities having jurisdiction, and the City of Foley. Our recent experience with the site and understanding of expectations positions us to deliver a distinctive landscape treatment for this project.

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".

Chad Watkins, PLA, ASLA
Principal
lcw

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Mr. Wayne Dyess
Executive Director of Infrastructure and Development
City of Foley
407 E. Laurel Ave.
Foley, AL 36535

Foley City Pattern Book

Foley, Alabama

General Consulting Services

I. SCOPE AREAS AND CORRESPONDING ELEMENTS

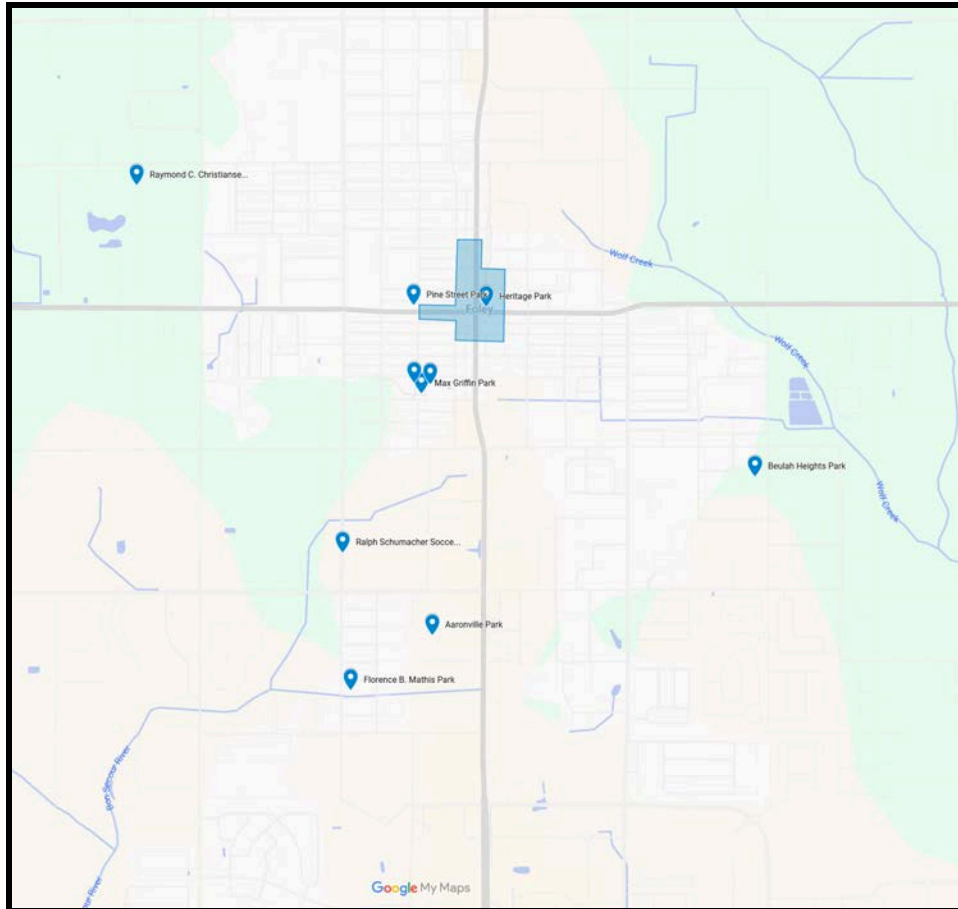


Figure 1: Project areas (downtown area and city parks)

II. SCOPE OF SERVICES

Project Title: Foley City Pattern Book

Client: City of Foley

Consultant: WAS Design, Inc.

Project Overview:

The City of Foley is seeking to create a design standards manual or pattern book that will record the types of urban design elements that the municipality might select and procure in its different parks, streetscapes, and outdoor public spaces. The process will include a design charrette style meeting that will solicit and capture preferences from city stakeholders.

Tasks:

1. Research and Analysis:

- Review existing planning documents, design guidelines, and relevant codes to understand the City's current design standards and preferences.
- Conduct a site visit to document existing conditions and identify potential opportunities for improvement.

2. Stakeholder Engagement:

- Facilitate a design charrette style meeting with city stakeholders, including elected officials and city staff.
- Present research findings and solicit feedback on potential design elements and standards.
- Document the meeting outcomes and incorporate feedback into the pattern book.

3. Pattern Book Development:

- Develop a comprehensive pattern book that includes a range of urban design elements, such as street furniture, landscaping, lighting, signage, and public art.
- Include high-quality images and illustrations to help visualize the design elements.

Deliverables:

- Research report summarizing existing conditions, best practices, and stakeholder input.

- Design charette report documenting the meeting outcomes and incorporating feedback into the pattern book.
- Comprehensive pattern book with detailed specifications, images, and illustrations.

Timeline:

The project will be completed within four months from the date of contract execution.

III. 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 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. Land Surveying
3. Structural Engineering
4. Mechanical/Electrical/Plumbing Engineering
5. Aquatics Engineering
6. Building Architecture

C. Definitions/Abbreviations

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

Term	Definition
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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

IV. 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, financing, 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 of collection including reasonable attorney's fees.
6. Some scope items will be billed on an hourly basis if indicated. 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/email approval of the Services and deliverables provided in the previous phase and written 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.

V. 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:

A	General Consulting Services	Hourly rates, not to exceed \$7,500.00
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C. Standard Hourly Rates

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

VI. 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



Name

Name

Principal

Title

Title

Mar 12, 2025

Date

Date