



May 6, 2024

Mr. Jeff Phillips
City of Foley
407 E Laurel Ave
Foley, AL 36535

Re: Creating a sense of place along Cat Alley

Dear Mr. Phillips:

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 will accomplish this by three basic tenets of our business philosophy – by being progressive, by being responsive, and by being creative. We will progressively attack the problems presented during the project and look at cutting-edge solutions that offer the most value to the budget available. We will responsively meet needs – the needs of the site, the authorities having jurisdiction, and, most importantly, your needs – the client. We will listen and give you what you need and make it better than you expect. Finally, we will creatively design this project. <<Insert interesting project phrase>> We will give you the best project possible.

We also understand the construction challenges you face. Given the construction experience within our firm, we are well positioned to offer solutions that most effectively achieve the goals for your 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". The signature is fluid and cursive, with a large initial "C" and "W".

Chad Watkins, PLA, ASLA
Principal
lcw

May 6, 2024

Mr. Jeff Phillips
City of Foley
407 E Laurel Ave
Foley, AL 36535

Cat Alley Mid-Block Area Improvements

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 amenity redevelopment 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 Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE AREAS AND CORRESPONDING ELEMENTS

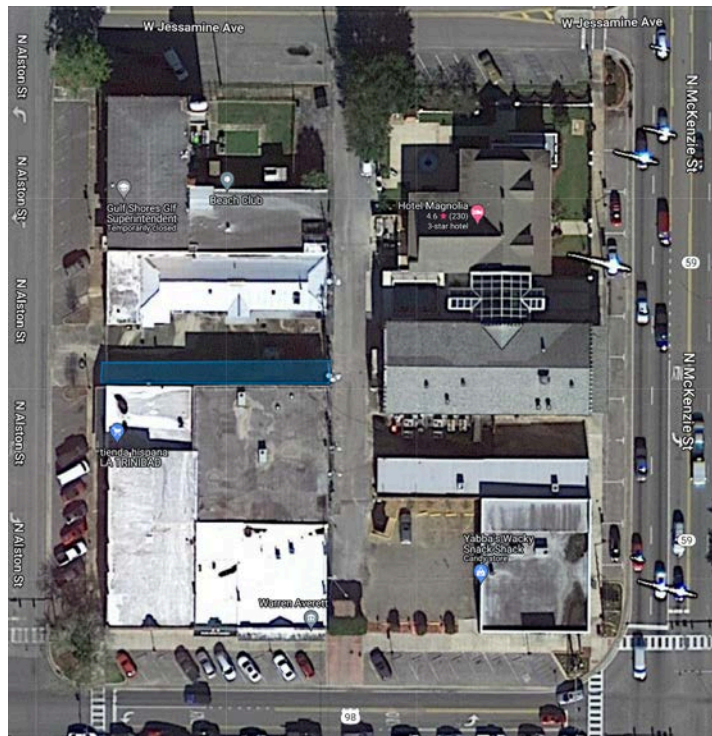


Figure 1: Project area extents in blue overlay

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

1. Site furnishings design
 - a) Planters
 - b) Chairs and tables
2. Landscape design
 - a) Context-sensitive plant material
 - b) Landscape per city regulations, as applicable
3. Irrigation design
 - a) Water-smart irrigation system
 - b) Central-controlled water management
 - c) Irrigation water source determination
 - d) Reclaimed water use, if available
 - e) Potable water around pool
4. Site lighting design
 - a) Street lighting upon request
 - b) Landscape lighting design in common areas as applicable

III. SCOPE OF SERVICES

A. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey.
2. Preparation of a **concept plan** of the project areas to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Preparation of proposed **materials palette** for project. This list is a dynamic tool intended to be discussed and adjusted based on client input.
4. Prepare **3d imagery or progress drawings** to communicate design intent and refine decisions on proposed materials, colors, and other specific selections required for completion of the contract documents in the following phase.
5. **Cost opinion** based on phase's drawings presented.

Design meetings are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

B. 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 will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Existing Conditions Plans**
3. **Hardscape Plans with Site Furnishings**
 - a. Structural engineering, as required, can be provided by subconsultant and billed as an additional service
4. **Planting Plans**
5. **Lighting Plans**
 - a. With fixture location and type, and description of desired lighting effect per fixture.
 - b. Electrical engineering, as required, can be provided by subconsultant and billed as an additional service

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

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. 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 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 Owner 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 Owner 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.
5. This agreement covers work performed up until the date of execution of the agreement as well as work performed hereafter.

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:

A	Schematic Design	Hourly rates, not to exceed \$3,000.00*
B	Construction Documents	

* - Billable time in excess of fee noted will be discounted, but shown to client for audit purposes to express project value for record keeping purposes.

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.

Accepted for:
WAS Design, Inc.

Accepted for:
City of Foley



L. Chad Watkins/Principal

On this day:

May 6, 2024

On this day:
