



CITY OF ANTIGO

PARKS, CEMETERY AND RECREATION COMMISSION MEETING

MULTI-PURPOSE ROOM

Monday, February 14, 2022

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Approval of the Minutes from the January 10, 2022 Meeting
2. Approve Zero Turn Mower Bid Most Advantageous to the City of Antigo
3. Truck Bid 3/4 Ton
4. Approval to Submit an Urban Forestry Grant Application
5. Splash Pad Consultant Contract Approval

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Cheryl Barta, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: February 10,2022

TIM KASSIS



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: February 14, 2022
Re: Approve Zero Turn Mower Bid Most Advantageous to the City of Antigo

The City of Antigo received 5 bids for 2, zero turn mowers.

Quinlan's Equipment had the low bid of \$13,050.00 for both mowers and an estimated delivery date of July 15 (it could be sooner or later depending on manufacturing availability). Quinlan's is located south of town.

Bill's Service Center had the second low bid of \$14,100.00 for both mowers and an estimated delivery date of March 1. Bill's Service Center is located in Stratford at 1 hour and 15 minutes away.

Fuller Sales and Service was the third lowest bid for \$14,168.00 and an estimated delivery date of May 2. Fullers is located on the north end of town.

We are recommending a bid award of Fuller Sales and Service for \$14,168.00 due to delivery date, and proximity of their business.

SPECIFICATIONS AND BIDS FOR TWO COMMERCIAL ZERO TURN MOWERS W/ 48" DECKS

	Swiderski Equipment, INC	Riesterer + Schnell INC	Quinlan's Equipment INC.	Bill's Service Center	Fuller Sales & Service
Zero Turn	Y	Y	HUSTLER FASTRAK 48' COMMERCIAL MOWER ZERO TURN	GRASSHOPPER 125V 48'	GRAVELY PRO-TURN 2X 48"
Min 23 HP	20.5 HP	23.5 HP	22 HP KAWASAKI FT691 ENGINE	25 KOHLER	22 HP KAWASAKI
Commercial Grade	Y	HEAVY DUTY RESIDENTIAL	Y	Y	Y
Air Cooled	Y	Y	Y	Y	Y
Gasoline	Y	Y	Y	Y	Y
48" Deck	Y	Y	Y	Y	Y
Steel Blades	Y	Y	Y	Y	Y
Discharge Chute	Y	Y	SPRING LOADED	Y	Y
48" Deck w/ 3 Blades	Y	Y	Y	Y	Y
Roll Bar	Y	Y	Y	Y	Y
Hour Meter	Y	Y	Y	Y	Y
Fuel Gauge	Y	SIGHT GAUGE	DUAL FUEL TANKS, DUAL GAUGES	Y	Y
Engine Coolant	N/A	NO - AIR COOLED	N/A	AIR COOLED	N/A - AIR COOLED
Temperature Gauge	N/A	NO - AIR COOLED	N/A	N/A	N/A - AIR COOLED
Orange Triangle Slow Moving Sign	Y	Y	Y	Y	Y
Manufacturer Installation of ROPS	Y	Y	Y	Y	Y
Meets ANSI Standard	Y	Y	Y	Y	Y
Delivery Date	APPROX. 90-120 DAYS	4/5/2022	7/15/2022	3/1/2022	5/2/2022
Value of Trade #2 John Deere Garden Tractor	\$ 2,000.00	\$ 1,500.00	\$ 1,515.00	\$ 1,000.00	\$ 1,500.00
Final Price w/ Trade	\$ 14,306.32	\$ 14,404.90	\$ 11,500.00	\$ 11,998.00	\$ 12,668.00
Final Price w/o Trade	\$ 16,306.32	\$ 15,904.90	\$ 13,015.00	\$ 14,100.00	\$ 14,168.00
List any Deviations	PRICE ABOVE IS FOR TWO BOBCAT ZT3500 COMMERCIAL MOWERS W/ 48 IN DECKS.	OUR HEAVY DUTY RESIDENTIAL IS BUILT LIKE A COMMERCIAL GRADE.	DELIVERY DATE IS APROXIMATE. IT COULD BE SOONER OR LATER. MANUFACTURING MATERIALS AVAILABILITY IS UNSTABLE. STANDARD ENGINE IS 22 HP ON THE 48" MODELS	**PRICES WERE GIVEN FOR SINGLE MOWER UNIT, \$5999 & \$7050 RESPECTIVELY**	22 HP ENGINE, 48" MOWERS NOT AVAILABLE WITH LARGER ENGINE.

Attachment: Comparing of Zero Turn Bids 2022 (5383 : Zero Turn Mower Bids)



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: February 14, 2022
Re: Truck Bid 3/4 Ton

We received one truck bid for a 3/4 ton truck, and we are recommending approving the bid submitted by Quinlan's that includes the Tommy Gate and V Plow installed for \$54,100.00.

The 3/4 ton truck we are replacing will be placed on auction closer to the new truck delivery date to determine if a trade or auction is in the best interest of the city.

BID FORM

Supply one (1) New 3/4 TON PICK-UP TRUCK 4x4 with Tommy Gate
completely equipped per listed specifications:

Make and Model: GMC 2500HD Sierra Regular cab with G2 1500lb. Tommy Gate & Boss 8'2" V-XT stainless steel Plow

Year: 2022 Color: Forest Metallic

Dealer Retail Price: \$ 62,135.00

Total Discount(s): \$ 1135.00 Manufacture's Rebate: \$ 6900.00 bid assistance

*Value of Trade #10 (2008 Chevy Silverado 4x4 2500 HD) **does not include tool box or fuel tank:**
\$ 8100.00

Final Price with G2 Series Tommy Gate Lift Gate (installed) and V Plow (installed) *and Trade*

(less state and federal taxes): \$ 46,000.00

Final Price with G2 Series Tommy Gate Lift Gate (installed) and V Plow (installed) *WITHOUT Trade*

(less state and federal taxes): \$ 54,100.00

***The City of Antigo has recently updated its equipment/vehicle trade procedures. We are asking for a trade-in value, but will also be auctioning the equipment/vehicles. The City of Antigo will either accept the trade or sell on the auction based on whichever is price higher.**

Comments or Warranty Explanations (please use an additional sheet if necessary):

3 year 36,000 mile new truck warranty, 5 years 60,000 miles on the powertrain

Tommy Gate and Boss Plow both have a 2 year warranty.

Additional options and cost (please use an additional sheet if necessary):

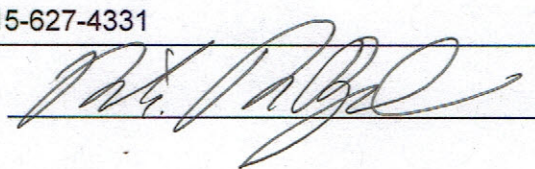
Truck is subject to availability. 6 month or longer delivery time. Price cannot be guaranteed if not available as a 2022 model.

Name of Supplier: Quinlan's Equipment Inc., Mike McDougal, agent

Address: PO Box 459, 1030 South Superior St., Antigo, WI 54409

Phone: 715-627-4331

e-mail: bigmike@quinlansequipment.com

Signature: 

Date 2-4-2022

Attachment: QuinlinsBid2022 (5382 : Truck Bid 3/4 Ton)



Quinlan's Equipment Inc

Mike McDougal | 715-627-4331 | bigmike@quinlansequipment.com

Vehicle: [Retail] 2022 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (✓ Complete)

Quote: City of Antigo 2500HD retail spec

Window Sticker

SUMMARY

[Retail] 2022 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro

MSRP:\$40,000.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Forest Metallic

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, 6-speed automatic, heavy-duty

OPTIONS

CODE	MODEL	MSRP
TK20903	[Retail] 2022 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro	\$40,000.00
OPTIONS		
1SA	Pro Preferred Equipment Group	\$0.00
9L7	Upfitter switch kit, (5)	\$150.00
AE7	Seats, front 40/20/40 split-bench	\$0.00
AED	Window, power front, passenger express down	Inc.
AKO	Glass, deep-tinted	Inc.
AQQ	Remote Keyless Entry	Inc.
AU3	Door locks, power	Inc.
AXG	Windows, power front, drivers express up/down	Inc.
C49	Defogger, rear-window electric	Inc.
CGN	Bed Liner, Spray-on, Pickup bedliner with GMC logo	\$545.00
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.
E63	Pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GHR	Forest Metallic	\$495.00
GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 15725. Data Updated: Feb 3, 2022 10:54:00 PM PST.



Quinlan's Equipment Inc

Mike McDougal | 715-627-4331 | bigmike@quinlansequipment.com

Vehicle: [Retail] 2022 GMC Sierra 2500HD (TK20903) 4WD Reg Cab 142" Pro (✓ Complete)

Quote: City of Antigo 2500HD retail spec

IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen		\$0.00
JGB	GVWR, 10,250 lbs. (4649 kg)	Inc.	
K34	Cruise control, steering wheel-mounted	Inc.	
KW5	Alternator, 220 amps	Inc.	
L8T	Engine, 6.6L V8		\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty		\$0.00
NZZ	Skid Plates	Inc.	
PCI	Convenience Package		\$1,950.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver		\$0.00
QHJ	Tires, LT245/75R17E all-season, blackwall		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
UF2	LED Cargo Area Lighting	Inc.	
VK3	License plate kit, front		\$0.00
VYU	Snow Plow Prep/Camper Package		\$300.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall		\$0.00
SUBTOTAL			\$43,440.00
Adjustments Total			\$0.00
Destination Charge			\$1,695.00
TOTAL PRICE			\$45,135.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

*Truck only
includes under coating*

Attachment: QuinlinsBid2022 (5382 : Truck Bid 3/4 Ton)

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Data Version: 15725. Data Updated: Feb 3, 2022 10:54:00 PM PST.

J.O. #



1601 E 29th Street
Marshfield, WI 54449
Sales Rep: Wade Neville
Ph: (715) 305-0979
www.MonroeTruck.com

Quotation ID: 1JAH000818

Date: 1/28/2022

Valid thru: 2/27/2022

Terms: NET 30

Quoted by: Jake Heier

Ph/Fax: 715-502-9145 / 715-387-3952

Quoted to:

ANTIGO, CITY OF (ATTN:)

700 EDISON STREET

ANTIGO, WI 54409-1955

Ph: 715-623-4754 / Fax: 715-627-2963

Email:

Chassis Information

Year: 2020	Make: CHEVROLET	Model: SILVERADO 2500	Chassis Color: GAN	Cab Type: REGULAR
Single/Dual: SRW	CA: 56.0	CT: -1.0	Wheelbase: 134.0	Engine: DIESEL
			F.O. Number #: ZBRQXR	Vin: 1GC3YLE77MF133760

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description

TOMMY GATE, STEEL TP, TWO-PIECE, G2 SERIES LIFTGATE

- LOAD AREA: 55" WIDTH X 42" DEPTH W/ 7" TAPER
- 1,500 LB RATED LOAD CAPACITY
- ENCLOSED HYDRAULIC SYSTEM
- MOISTURE RESISTANT TOGGLE SWITCH
- 150 AMP CIRCUIT BREAKER
- 90 SECOND DEACTIVATION TIMER (HELPS PREVENT UNAUTHORIZED USE)
- PRESSURE RELIEF VALVE (PREVENTS OPERATOR FROM OVERLOADING THE PLATFORM)

BOSS 8'2" V-XT STAINLESS STEEL PLOW

- SMARTHITCH 2
- SMARTTOUCH 2 CONTROLLER
- SL3 L.E.D. LIGHTING W/ ICE SHIELD TECHNOLOGY
- SMARTSHIELD
- SMARTLOCK CYLINDERS
- 1/2" X 6" HIGH-PERFORMANCE CUTTING EDGE
- HIGH-PERFORMANCE HYDRAULIC PACKAGE
- ENCLOSED HYDRAULICS
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM
- FULL MOLDBOARD TRIP DESIGN
- REINFORCED MOLDBOARD WITH FLARED WINGS
- HEAVY-DUTY PUSH FRAME
- PLOW SHOES
- RUBBER SNOW DEFLECTOR
- MUNICIPAL DISCOUNT

***Due to current market conditions, pricing is subject to change at time of upfit.

Additional Options:

Description

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	☐ Fleet	☐ Retail	Customer P.O. Number:	Dealer Code:	Sourcwell Member Number:
MSO/MCO (ONLY check if legally required):	☐ MCO	☐ MSO			
Customer Signature:			Date of Acceptance:		





To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: February 14, 2022
Re: Approval to Submit an Urban Forestry Grant Application

The Wisconsin Urban Forestry Grants are due each year on October 1. I am requesting permission to submit a grant that would allow the City of Antigo to update its tree inventory, so we can prioritize removals and prunes within our parks, cemeteries, and public right-of-way. The Urban Forestry Grant is a 50/50 matching grant, and we have been budgeting funds to complete the inventory.



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: February 14, 2022
Re: Splash Pad Consultant Contract Approval

We received two proposals for consulting and engineering of the Splash Pad in City Park East.

Ayres has completed multiple similar projects in our local area, and currently works with us on projects in our community.

Paritekture has also completed successful community splash pad projects.

In regards to budget, Parkitekture is quoting a time and materials component estimate between \$11,000.00 and \$14,000.00, which would be a total for services of \$33,500.00 - \$36,500.00.

Ayres provided a lump sum price is \$32,500.00 for services.

We are recommending approval of Ayres based on pricing, and our past and current experiences with their company.

SERVICES + ASSISTANCE



- | Landscape Architecture
- | Park and Open Space Master Planning
- | Aquatic Facility Analysis and Design
- | Athletic Facility Design
- | Recreational Waterfront Visioning
- | Public/Private Campground Design
- | Custom Theme Playscapes
- | Civil Engineering
- | Stormwater Management
- | Site Design
- | Construction Documentation
- | Construction Administration
- | Land-Use Planning
- | Public Outreach

Established in 2020, Parkitecture + Planning is a fresh start with familiar faces.

Principals Blake Theisen (Landscape Architect) and Katie MacDonald (Civil Engineer) formed the company to follow their passion, by focusing on park, open space, and aquatic based projects.

Born from the oldest Landscape Architecture firm in Wisconsin, our primary focus is on creating vibrant site design opportunities for our clients and community members.

Our approach toward park and open space design focuses on how social interaction can be stimulated through thoughtful layout and creative use of materials. We work to blend the lines of natural and built environments to enhance the user experience.



Parkitecture + Planning
 901 Deming Way, #102
 Madison, WI 53717
 608.886.6808
www.parkitecture.org

We are Landscape Architects.
We are Engineers.
 Above all, we are
Parkitects.

Team Staff

The **Parkitecture + Planning** core team is small and flexible. We choose to operate this way and work on the projects that are important to us and the communities in which they occur. The principal owners believe that open space reflects the soul of a community and deserves as much attention as any of the other core infrastructure in a municipal budget. We have dedicated our careers to this cause, because we are **Parkitects**.



Blake Theisen, PLA, ASLA

Blake is a steward of open space and draws on his background in environmental science and spatial design to influence his solutions. He is an accomplished public process facilitator, and has presented at State, Regional, and National Conferences. Blake has received numerous design awards for project work and continues to find ways to innovate new solutions to common design challenges. His passion for park and aquatic based recreational projects is unparalleled in the upper Midwest.

Registered: WI, IA, IL, IN, MN, MI, AZ, TX, NE, CO

Certified: CLARB, CPO

Member: WPRA, WIASLA, ISA



Katie MacDonald, PE

Katie exhibits her expertise in park and public open spaces and focuses on contextual site grading, integration of green infrastructure, and creative material re-use in her site design approach.

With an extensive resume in aquatic recreation facilities, she has become one of the leading experts in Wisconsin and the upper Midwest in pool and splashpad design.

Registered: WI, IA, IL, MN, CO, WY

Certified: CPO

Member: WPRA, NASECA



Precedent Work



Wetmore Park Sun Prairie, WI

The City of Sun Prairie retained Parkitecture + Planning to develop a plan for the new playscape within the existing Wetmore Park. The project includes a restroom/shelter building renovation, parking lot replacement, large playground and custom splashpad. A garden theme was chosen by the community members during public outreach, and the design team created an elaborate and tasteful plan in keeping with this unique concept. Construction was completed in June of 2021. Construction budget - \$1.4 Million.



Precedent Work



Firemans Park DeForest, WI

The Village of DeForest and Parkitecture + Planning continue collaboration on the development and implementation of the long range master plan for Firemans Park, the central community park and heart of the Village. Currently, Parkitecture staff designed Phase 1 (under prior employment) which included the community building with restrooms. The second phase of improvements which includes a custom forest themed splashpad with "camouflage" concrete. This addition to the park will complete the playscape and west end of the site. Parkitecture is also assisting the Village with design of a new pool & community building on the east end of the park. Construction was completed by June 2021. Construction budget - \$0.4 Million. Phase 3 schedule is TBD pending a referendum.



Precedent Work



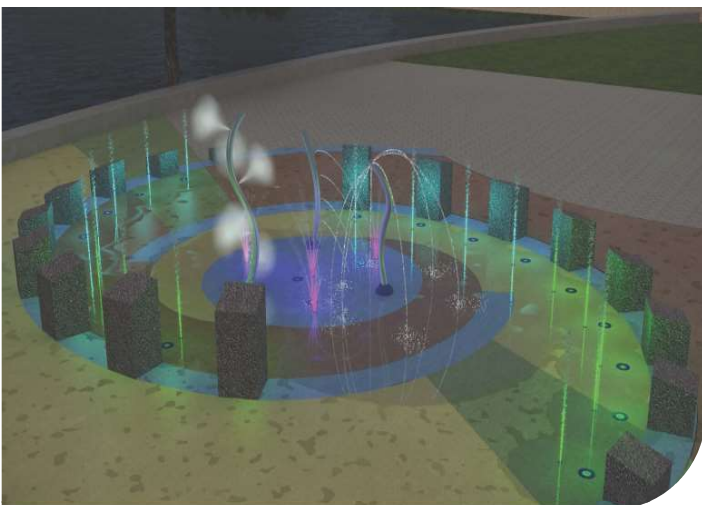
Attridge Park Baraboo, WI

Parkitecture + Planning assisted the City of Baraboo with design and engineering of a new splashpad and day use area in Attridge Park. Drawing on the Circus heritage of the community, the design highlighted the idea of a 3-ring circus with distinct themes in each ring. Larger than life animals, a family of elephants, whimsical clown umbrellas, and a tribute to juggling all bring the circus vibe to life. The project is currently in a fund raising mode and is anticipated to be constructed in spring of 2022. Construction budget - \$0.5 Million.



Sunset Park Kimberly, WI

The Village of Kimberly retained Parkitecture + Planning to develop concept plans for a new splashpad located at Sunset Beach Park. The existing park is home to a large sand beach and swimming pond, and draws patrons from across the Fox Valley. Parkitecture replicated a oceanside beach scene complete with soaring kites, sand crabs, and an iconic central feature octopus. Construction is anticipated to commence in 2022-23. Construction budget - \$0.5 Million.



Shattuck Park Neenah, WI

Parkitecture + Planning and the City of Neenah worked together to develop a plan to renovate the civic fountain on the downtown waterfront. The new facility will replace the existing fountain with a lighted sculptural splashpad and pedestrian plaza. The location is integrated into the existing park fabric and adjacent to the summer concerts in the park, farmers market space, and harbor walk. The construction is anticipated to be completed in late 2022. Construction budget - \$0.5 Million.

Precedent Work



The Artery Plaza Shawano, WI

The City of Shawano trusted Parkitecture + Planning to develop a vision for the downtown central plaza. This new space is connected to the main community park (designed by P+P staff under prior employment) and the downtown business district. A custom water feature/splashpad anchors the plaza and creates a playscape, and also functions as a 12 month art/light monument. The project includes a restroom building, custom shade structures, and decorative concrete pattering. Construction is scheduled to begin in late 2021. Construction budget - \$1.7 Million.



Village Park Thiensville, WI

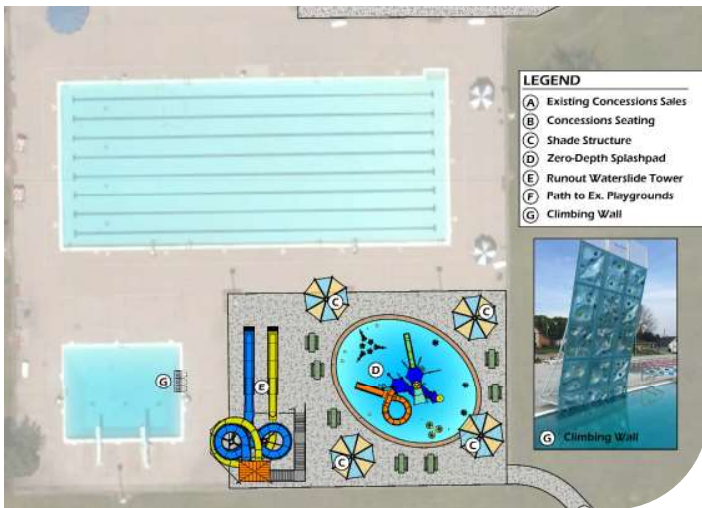
The Village of Thiensville and Parkitecture + Planning continue collaboration on the development of a new splashpad in the central community park. The pad is designed to double as a summer aquatic feature, and winter lighting attraction. Stone wall seating and a shade structure are integrated into the landscape surrounding the pad. Currently, Parkitecture is assisting with the fundraising phase and conceptual design for the pad and lighting systems. Construction of the project is scheduled for 2022. Construction budget - \$0.3 Million.



The Grove Park Sussex, WI

Parkitecture + Planning provided design and permitting assistance to the Village for the new splashpad outside of the community center. The highlight of the recirculating splashpad is a 20' tall dumping bucket which discharges 100 gallons per sequence. A toddler specific zone includes sensory play features such as pressure sensitive water jumpers, and a "mountain" of manipulative water play elements. The pad was integrated into a full site redevelopment effort including a multi-level playscape and shade structures. Construction was completed in 2020. Construction budget - \$0.6 Million.

Precedent Work



Rockport Pool Janesville, WI

Parkitecture + Planning worked with the City of Janesville to plan renovations for both of the City aquatic facilities (Rockport Pool and Palmer Pool). Rockport is the largest pool vessel in the region but is in need of modernization. Palmer Pool has outlived its lifespan and needs to be replaced. The design team conducted an audit/assessment for the existing conditions, developed concepts for the facilities (splashpad, slides, new activity pool, provided cost benefit analysis for each scenario. Final design plans are scheduled for 2022 and the projects are anticipated to be constructed in 2023/24. Construction budget - \$2.5 Million and \$4.5 Million.



Kaukauna Aquatic Center Kaukauna, WI

Parkitecture + Planning is working with the City of Kaukauna to renovate the existing City Pool complex. The master plan includes a new splashpad, slide tower, climbing wall, and bathhouse with community room. The splashpad is part of a larger family entertainment center design concept that will offer a unique recreation destination, provide a year round use of an underutilized open space, and generate revenue for the City. The project is anticipated to be open for public use in 2022. Construction budget - \$7.5 Million.



McFarland Pool/Splashpad McFarland, WI

The Village of McFarland retained Parkitecture + Planning to assist with development concepts for a new splashpad. During the planning process, the team evaluated several sites for consideration and studied the neighborhood traffic patterns to help determine the appropriate scale of the new facility. The new project would include a new interactive splashpad, pedestrian pathways, open air shade shelters, and a new restroom and mechanical building. Design is underway and construction timeline has not been established. Construction budget - \$TBD

Precedent Work



Buchner Community Pool Waukesha, WI

The Parkitecture + Planning team worked with the City of Waukesha to develop plans for the redevelopment of the Buchner Park Community Pool and Recreation Building. The project included 3 new pools, community kitchen, 2 meeting rooms, recreation room (flexible programming), welcoming lobby and restrooms/shower facility. The new aquatic center includes a 50 meter pool, slide tower with plunge pool, current channel, and wading pool with play structure. The project was completed and opened on time in 2021. Construction budget - \$6.8 Million.



Vandehey Waters Aquatic Center Marshfield, WI

The City of Marshfield and Parkitecture + Planning collaborated on the development of the Vandehey Waters Aquatic Center. This team completed an analysis of the existing Hefko Pool and subsequently created a Master Plan and construction documents for a new multi-vessel aquatic center. The team integrated the new facility into the fabric of an existing City park adjacent to a residential area. The project was completed in 2021. Construction budget - \$6.2 Million.



Blue Mound State Park Pool Blue Mounds, WI

Parkitecture + Planning is working with the State Park system on expansion of the aquatic center (original design under prior employment). The new pool and splashpad hybrid serves visitors to the State Park and members of the local community. The new design helped to minimize the daily staffing requirements while providing the maximum recreational value to the patrons. The team was able to re-model the existing bathhouse and mechanical rooms for the new facility. The original project was completed in 2014. Construction budget - \$1.5 Million. Expansion is planned for 2022.

Additional Team Aquatics Projects

Attridge Park Splashpad, Baraboo, WI
 McKellar Park Pool/Splashpad, Blanchardville, WI
 Bernard F. Willi Pool Study, Chippewa Falls, WI
 Community Swimming Facility, Clintonville, WI
 Fireman's Park Splashpad, DeForest, WI
 Community Pool Study, DeForest, WI
 Palmer Pool Renovation, Janesville, WI
 Rockport Pool Renovation, Janesville, WI
 City Pool Renovation, Kaukauna, WI
 Keota Community Pool and Splashpad, Keota, IA
 Sunset Park Splashpad/Swim Pond, Kimberly, WI
 Van Lieshout Park Splashpad, Little Chute, WI
 Community Pool and Splashpad, McFarland, WI
 Vandehey Waters Aquatic Center, Marshfield, WI
 Village Park Splashpad, Menomonee Falls, WI
 Shattuck Park Splashpad, Neenah, WI
 Oregon Splashpad, Village of Oregon, WI
 Athletic Complex Splashpad, Pewaukee, WI
 Downtown Plaza Splashpad, Shawano, WI
 Wetmore Park Splashpad, Sun Prairie, WI
 The Grove at Village Park Splashpad, Sussex, WI
 Village Park Splashpad, Thiensville, WI
 Central Park Splashpad, Two Rivers, WI
 Buchner Community Pool, Waukesha, WI
 Meadowview Park Splashpad, Waukesha, WI
 Cravath Lake Park Splashpad, Whitewater, WI
 Blue Mound State Park Pool/Splashpad Expansion, Blue Mounds, WI

*During prior employment

*Devor Park Pool, Burlington, WI
 *Conservancy Commons Park Splashpad, DeForest, WI
 *McKee Farms Park Splashpad, Fitchburg, WI
 *Tank Park Pool/Splashpad, Green Bay, WI
 *Riverside Park Splashpad, Janesville, WI
 *Anderson Park Splashpad, Kenosha, WI
 *Petzke Park Splashpad, Kenosha, WI
 *Schulte Park Splashpad, Kenosha, WI
 *Veteran's Memorial Pool, LaCrosse, WI
 *Elver Park Splashpad, Madison, WI
 *Lakeview Park Splashpad, Middleton, WI
 *Goodrich Square Splashpad, Milton, WI
 *Calvin Moody Park Splashpad Milwaukee, WI
 *Heritage Green Park Splashpad, Milwaukee, WI
 *Washington Park Splashpad, Neenah, WI
 *Elk Lake Park Splashpad, Phillips, WI
 *Village Square Park Splashpad, Pleasant Prairie, WI
 *SCJ Aquatic Center, Racine, WI
 *Franklin Park Splashpad, Shawano, WI
 *Memorial Park Splashpad, Shawano, WI
 *Wanick Choute Park Splashpad, Sherwood, WI
 *Liberty Heights Pool/Splashpad, West Allis, WI

References

Contact: Shelley Slapak, Dir. of Recreation
 City of Janesville
 slapaks@ci.janesville.wi.us
 608.755.3032
Contact: John Lehan, Director of Community Ed. & Rec.
 Sauk Prairie School District
 john.lehan@saukprairieschools.org
 608.643.0520
Contact: Mike Kading Director of Parks and Recreation
 City of Neenah
 mkading@ci.neenah.wi.us
 920.886.6062
Contact: Kristin Grissom, Dir. of Parks and Recreation
 City of Sun Prairie
 kgrissom@cityofsunprairie.com
 608.825.1192
Contact: Justin Casperson, Director of Parks & Recreation
 City of Marshfield
 justin.casperson@ci.marshfield.wi.us
 715.384.4642



Client Testimonials

"Parkitecture go above and beyond in their attention to detail, technical knowledge, and collaborative process to make sure client needs and questions are addressed completely and promptly. Thanks to their creative skills, design expertise, and familiarity with construction practices and State regulations, we have a project that is ready to build this spring. We would not be where we are without them."

Jean Warrior – President, Friends of Governor Dodge State Park

"Blake's practice of listening, asking thought provoking questions, and then implementing the desires of the community is second to none."

Matt Hendricks – Director of Parks, City of Shawano

"The City of Kenosha has worked with Blake Theisen over the past 10 years developing, upgrading and enhancing our extensive Park System. He is very knowledgeable in his field, is dedicated to understanding the community needs and desires, and goes above and beyond to meet our requests."

Shelly Billingsley – Director of Public Works, City of Kenosha

"Parkitecture is working on the City of Waukesha's Buchner Park Pool and Community Center. Their vision is creative, while also being practical for the City. They are very responsive to the client's needs, meeting a tight time frame to get the project Bid according to the schedule. The anticipation for the completion of the project is heightened after seeing their renderings."

Katie Jelacic – City Engineer, City of Waukesha

"Working with Parkitecture has been a great experience. Blake's approach to designing a park is like building a house...you need to have a firm foundation and then build up from there with each room in the park supporting the overall development. If you want a holistic park development, Blake and his Parkitecture Team are what you are looking for!"

Michael Kading – Director of Parks and Recreation, City of Neenah

"Working with the Parkitecture team has been one of the best decisions we have made for our park project. Their organization, detail, thoughtfulness, planning, and experience has helped make our planning team prepared for the road ahead."

John Lehan – Director of Community Recreation, Sauk Prairie Rec Commission

"Blake and Katie - Thank you for all that you did to make our park development project a success. You stood by us from the beginning to the end and even beyond, ensuring that we were completely happy with the final product. It was clear you both brought a wide range of knowledge and experience in bringing our concept plan to life. Thank you for making us feel that we were more than just another client. I look forward to working with Parkitecture + Planning again in the future!"

Amanda Geiser – Director of Parks and Recreation, Village of Fox Crossing

Manufacturer Testimonial



April 19th 2021

Object: Partnership between Vortex-Intl and Parkitecture

To whom it may concern,

More than two decades after pioneering the first Splashpad, our innovative approach to water play has helped communities, businesses and families around the world grow. We help creating beautiful, safe & sustainable play spaces by collaborating with passionate landscape architects and engineers like Blake Theisen and Katie MacDonald, principals of Parkitecture + Planning.

Vortex has been working with Blake and Katie for more than 14 years now, both as trusted collaborators and a partner. Blake and Katie have a creativity that brings communities together and their approach to play spaces inspires healthy living and creates safe & sustainable experiences. They cover all angles, making the journey a good experience for the stakeholders, from the ideation meeting to the community celebration.

Blake has a keen understanding of the different nuances of designing a Splashpad. On many occasions, our collaborative partnership with him ended up in new product creation. One of our most popular collections, the Silhouettes, comes directly from his sense of design and aesthetic. Katies' eye for placement, color selection, and sequencing of play elements is excellent and helps to tell a unique story with each playscape she touches.

I have been working closely with the Parkitecture team for more than a year now. I appreciate their natural ability to create beautiful outdoor spaces, project management and implementation skills as well as their keen sense of landscape architecture. Every new project is an amazing adventure and i am looking forward to what the future holds for us collectively.

I trust that you are in very good hands with the Parkitecture team.

Respectfully

Kathelyn Vézina
Kathelyn Vézina

Regional Sales Manager
kvezina@vortex-intl.com
+1 514 432-3258 (Cell)
vortex-intl.com

vortex-intl.com

Vortex Aquatic Structures International
7800 Trans-Canada Hwy, Pointe-Claire, QC H9R 1C6
1 877 586 7839 (USA & Canada) | +1 514 694 3868 (International)

Attachment: Parkitecture_Ayres_Combined (5395 : Splash Pad Consultant)

January 17, 2022

Sarah Repp
 Director of Parks, Recreation, and Cemetery
 City of Antigo
 700 Edison Street
 Antigo, WI 54409



Dear Sarah:

Thank you for the opportunity to provide this proposal for concept development, final design and engineering for implementation of a new splashpad at City Park. This facility is envisioned to replace the existing wading pool within the park. Your confidence in the Parkitecture + Planning team is not taken lightly.

This new aquatic feature will provide a new and vibrant facility within this community park and we are excited to see it through to fruition. The design will complement the existing aquatic facilities at the Aquatic Center and provide something different. There may be some benefit to utilizing the same manufacturer to allow for sharing of components and reducing the learning curve for the operations staff. We will attempt to reuse any of the existing mechanical systems from the wading pool in the new facility design. We have discussed the pro/cons (budget, staffing, maintenance etc.) of a flow through vs re-circulation system and for purposes of this proposal, we are assuming a flow through design. Should you elect to pursue a re-circulation system, we will amend our scope/fee to account for the additional engineering and permitting associated with these systems. This is an exciting project, and we look forward to sharing our vast experience in splashpad design with you, and the community.

We will provide initial concept ideas for theme, layout and final design for the new splashpad, and assembly of bidding documents. The project schedule is anticipated to begin design in spring of 2022 with public bidding in summer and construction in fall of 2022 or spring of 2023. Construction may also be split into scope elements that the City can perform in-house or with volunteer labor etc.

Thank you very much for this opportunity.

Sincerely,

Blake Theisen, PLA, ASLA
 Principal

Parkitecture + Planning

901 Deming Way, Suite 102
 Madison, WI 53717

E blake@parkitecture.org
 P 608.886.6808

Attachment: Parkitecture_Ayres_Combined (5395 : Splash Pad Consultant)

SCOPE OF SERVICES

Community Engagement and Concepts

- ◆ Concept Design and Community Engagement for the splashpad area to include:
 - Prepare 2 Concept Designs of splashpad area
 - Guide selection of splashpad feature options and/or theming of flow-through type system
 - Assist City with gathering public input. Suggested methods include presentation at a special event, City Facebook data mining, online voting, etc.
 - Refine preliminary concepts into one preferred design option
 - Assemble Opinion of Probable Construction Costs (OPC)

OUTCOMES		
Meetings		
#1	Kickoff Meeting with City Staff (virtual)	
#2	Concept Options Review Meeting (virtual)	
#3	Final Preferred Design Concept Review Meeting (virtual)	
Document Deliverables – Concept Development Phase		
#1	2 Concept Exhibits of the Splashpad area	11x17 pdf
#2	Opinion of Probable Costs Estimates for each Concept	8.5x11 pdf
Document Deliverables – Final Concept Phase		
#1	Final Preferred Design Concept Exhibit	11x17 pdf
#2	Opinion of Probable Costs Estimate	8.5x11 pdf

Construction Documents

- ◆ Design and Engineering for the proposed splashpad to include:
 - Site Layout, Grading, Utility, and Erosion Control plans
 - Splashpad feature layout plan
 - Splashpad plumbing plan including utility services
 - Landscape/restoration plan
 - Site and splashpad construction details
- ◆ Prepare Project Manual including front end documents and special provision specifications for public bidding
- ◆ Prepare and submit State and Local Permits
 - Scope does not include stormwater design (not anticipated to be required)
- ◆ Assist City with Public Bidding
 - Answer bidder questions and issue addenda if needed
 - Facilitate bid opening and provide bid tabulation

OUTCOMES		
Meetings		
#1	Construction Plan Review Meeting with City Staff (virtual)	
#2	Final Construction Plan Review Meeting with City Staff (virtual)	
Document Deliverables – Construction Documents		
#1	Opinion of Probable Costs Estimate	8.5x11 pdf
#2	Construction Plan Set for Bidding	11x17 pdf
#3	Project Manual (front end documents & special provisions)	8.5x11 pdf
Document Deliverables – Permit Preparation		
#1	WDNR Pool Discharge (if applicable)	8.5x11 pdf
#2	Local Land Disturbance or Stormwater permits (if applicable)	8.5x11 pdf
Public Bidding Process		
#1	Prepare addenda if needed	
#2	Meeting to facilitate bid opening	
#3	Bid Tabulation	8.5x11 pdf

Post Design Assistance (Optional T&M)

- ◆ Construction Administration
 - Attend and facilitate construction meetings
 - Review submittals and shop drawings for design elements of the project
 - Administer contractor pay requests
 - Assist with splashpad commissioning
 - Complete final walk-through and punch list at completion of project

OUTCOMES		
Construction Administration		
#1	Facilitate Construction Meetings (provide agenda & meeting minutes) (6 meetings anticipated)	
#2	Review Submittals & Shop Drawings	
#3	Administer contractor pay requests	
#4	Attend Splashpad Commissioning (1 meeting)	
#5	Administer final walk-through and provide punch list	
#6	Provide project closeout documents	

Responsibilities of Owner and Others

The City shall supply Parkitecture with digital (AutoCAD) basemap files for the project area and any available utility plans or Geo-technical information. Permit fees shall be paid by the City directly or as a reimbursable expense.

Proposed Fee

For completion of the scope of services presented above, our proposed fees are lump sum by task:

Community Engagement and Concepts	\$ 7,420
Construction Documents	\$ 15,080
<u>Post Design Assistance</u>	<u>T&M</u>

The fees identified above shall be fixed unless substantial changes in the scope of work occur. P+P shall notify Client of substantial changes to the agreed upon scope of work, and obtain approval prior to commencement of additional work. Refer to Terms and Conditions for billing and payment information.

Signature below shall serve as notification to proceed.

Accepted by:

Date:

City of Antigo

Attachment: Parkitecture_Ayres_Combined (5395 : Splash Pad Consultant)

TERMS AND CONDITIONS

Payment Terms

Progress invoices will be sent monthly or as otherwise discussed for work completed; payment of invoices is due within 30 days after receipt. Parkitecture + Planning (P+P) shall reserve the right to stop work or withhold deliverables until payment is current.

Reimbursable Expenses

Reimbursable expenses will be billed at cost plus five percent (5%) unless otherwise included in the fixed fee. Mileage shall be charged at the current Federal rate unless otherwise included in the fixed fee.

Ownership of Documents

Upon the making of final payment, as required by this Agreement, the Client shall assume ownership of the deliverables as described above. Use of the documents without further involvement of P+P shall be at the sole risk of the Client. The Client shall defend, indemnify and hold harmless P+P, sub-consultants, and the agents, officers, Principals, and employees of each from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from such use of the documents.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and P+P, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of P+P. This applies to any and all allegations, claims, losses, costs, damages of any nature, or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of P+P shall not exceed the total fee for services rendered under this contract.

Authorization and Notice to Proceed

Signing of this document signifies an agreement to the fees and serves as authorization to commence work. If the terms in this fee proposal are acceptable, please sign and return one a signed copy to P+P.

Schedule

Work provided under this Agreement shall commence upon receipt of a signed copy of this document. P+P shall work with Client to meet specified deadlines within a reasonable expectation.

Client's Responsibilities

Client shall provide P+P with all relevant information for the project including but not limited to program statement, prior design files, subsurface exploration information, utility plans, current survey documents (AutoCAD format), and any other past planning documents. Client will review incremental progress documents and provide feedback to P+P in a timely manner. Client shall bear responsibility for any costs and or loses arising from discovery of unforeseen conditions or inaccuracies of existing condition documents.



City Park East Splash Pad Project

Attachment: Parkiterture_Ayres_Combined (5395 : Splash Pad Consultant)

City of Antigo

February 2, 2022

Ingenuity, Integrity, and Intelligence.

www.AyresAssociates.com





Ingenuity, Integrity,
and Intelligence.

February 2, 2022

Sarah Repp
Parks and Recreation Director
City of Antigo
700 Edison Street
Antigo, WI 54409

Re: City Park East Splash Pad Design

Dear Sarah:

We have come to understand the significance of the City Park East splash pad project through discussions with City officials, which will get us off to a fast start and keep the project on schedule. We believe in drawing out what people know about their community, guiding the conversation, lending our expertise, and making sure the desired outcomes are achieved. We've assembled a talented team to execute this project efficiently and within budget for you. Ayres brings:

- **Extensive experience** with splash pads, parks, and trails. Our splash pad designs are more than just a conglomeration of mismatched out-of-the-box vertical features. We help our clients tell the story of the community and then we work with a full-service manufacturer that is equipped to custom-produce features according to those unique designs.
- **A vision and implementation plan.** We don't just leave our clients with pretty pictures. With many former municipal employees on staff, we know the importance of having an implementable plan. Our team understands communities and what makes them work. We will build a vision with you and provide you with clear direction on how to make that vision a reality.
- **Safety first.** At the center of every splash pad design is safety. Our designers ensure all key safety features are implemented including zero-depth, minimizing tripping and slipping hazards, ensuring the proper distance between water play features and using features with no sharp edges.
- **Familiarity** with the City's policies and procedures.

The Ayres team will design the City Park East splash pad with creativity, function and ease of maintenance being the top priorities with the goal of a final design that will be guided by the City and the donor family. Our designers and engineers work hand-in-hand to ensure the water play features are fun and creative and provide the functional requirements as well as build in socialization elements, all complementary to the community's character. We will ensure that the project is designed and engineered efficiently, assist with any public information meetings, and follow the project through to construction installation. Our team strives to create clear construction details and specifications coupled with informed supervision to provide a high quality of constructability and biddability which, in turn, provides our clients with accurate budgeting and a superior final product.

We appreciate the opportunities we've had to work with the City of Antigo, and we look forward to working with you on this project and making the family donor's vision a reality. If you have any questions or need more information, please contact either of us via email or at the telephone numbers listed below.

Sincerely,

Craig Schuh, PE
Civil Engineer
Direct: 920.327.7845
SchuhC@AyresAssociates.com

Karina Veaudry, PLA
Landscape Architect
Direct: 813.975.8510
VeaudryK@AyresAssociates.com

Attachment: Parkiterture_Ayres_Combined (5395 : Splash Pad Consultant)

Landscape Architecture

In the landscape realm, function and flow are everything. Before we roll up our sleeves on a new project, we first take a step back to assess the bigger picture: How can the choices we make serve multiple functions for people using the space? How can we best integrate pieces of the new project with what already exists in the surrounding area? And most importantly – how can what we create leave a lasting impact? By taking the time to make thoughtful choices, we not only have a positive effect on site resiliency and sustainability; we also create spaces that can be used in unique and useful ways.

- 3D Computer Visualization & Animation
- ADA Assessment
- Aquatic Facilities
- Athletic Fields
- Campuses: Education & Health Care
- Comprehensive Planning
- Downtown & Urban Planning & Design
- Ecosystem Services
- Park Planning & Design
- Playground Design & Assessments
- Public Involvement
- Trail Design
- Wayfinding

Planning + Development

Where the future is uncertain, our team sees opportunity to cultivate a vision. Transforming the spark of an idea into a series of actionable steps makes achieving a brighter future possible. From concept to construction, we're more than your project partner – we're the knowledgeable navigator to see you through the process.

- Downtown & Urban Planning & Design
- Comprehensive Planning
- Brownfield Redevelopment
- Public Involvement
- Land & Site Development
- Park Planning & Design
- Grant & Loan Assistance
- Aquatic Facilities
- Environmental Impact Assessments & Statements

Splash Pad Design Experience

Ayres is an established leader in interactive aquatic play features. With several completed facilities, our design team has a thorough understanding of the tailored designs required for these recirculation or drain-to-waste type filtration systems. These facilities are customized to match their communities, and provide themed visual and tactile stimulation for the users.

Splash Pad Projects

- River Prairie Splash Pad, Altoona, WI
- Shawano Memorial Park Splash Pad, Shawano, WI
- Phillips Splash Pad Planning, Phillips, WI
- Central Park East Pool Conversion/Splash Pad Analysis, Antigo, WI
- Blue Mound State Park Pool & Splash Pad, Blue Mounds, WI
- Sholem Splash Pad, Champaign, IL
- Conservancy Commons Sprayground, DeForest, WI
- McKee Farms Park Splash Pad, Fitchburg, WI
- Tank Park Splash Pad, Green Bay, WI
- Riverside Park Splash Pad, Janesville, WI
- Anderson Pool Splash Pad, Kenosha, WI
- Petzke Park Splash Pad, Kenosha, WI
- Schulte Park Splash Pad, Kenosha, WI
- Elver Park Splash Pad, Madison, WI
- Lakeview Park Splash Pad, Middleton, WI
- Goodrich Square Splash Pad, Milton, WI
- Calvin Moody Park Splash Pad, Milwaukee, WI
- Heritage Green Park and Splash Pad, Milwaukee, WI
- Shattuck Park, Splash Pad, Neenah, WI
- Washington Park, Neenah, WI
- Malone Park Splash Pad, New Berlin, WI
- Village Square Splash Pad, Pleasant Prairie, WI
- Schweibert Park Sprayground, Rock Island, IL
- Franklin Park, Shawano, WI
- Water Works Park, Tampa, FL
- Wanick Choute Park Splash Pad, Sherwood, WI
- Wetmore Park Splash Pad, Sun Prairie, WI
- Village Park Splash Pad, Thiensville, WI



RIVER PRAIRIE SPLASH PAD

Altoona, WI

From the very beginning connecting people to water was the motivation behind the entire River Prairie park design. With a name like River Prairie, the community knew that it needed an element in the park that was synonymous with the name. As the design progress began, a vision formed around using water as the thread that connects all of the outdoor programming spaces. A recirculating stream that extends under main street connects the lawn, beach, playground, and 1,700 sf splash pad. The splash pad is located right at the edge of where forest meets prairie. A variety of jets that are activated by a button set on the concrete make the entire

area accessible for all to enjoy. Located nearby is seating around fire features, an expansive lawn, and movable tables and chairs that allow parents or guardians to relax while keeping a eye on the activity. Pavilions located in key locations allow for small gatherings among family and friends to not conflict with the splash pad, but still feel as though they are in the action. While the splash pad is a major component of the overall design of River Prairie, it is how the splash pad contributes to the other park amenities that make the experience of River Prairie so memorable.

Project Information

- **Client:** City of Altoona
- **Completed:** 2017
- **Square Footage:** 1,700 sq ft
- **Construction Cost:** \$100,000





SHAWANO MEMORIAL PARK SPLASH PAD

Shawano, WI

When installing a new splash pad into Shawano's most iconic park, the entire design team needed to be on the same page and work toward a common goal of limiting disturbance. Adding a splash pad to an existing park can be a daunting task; water supply lines can rip up existing elements, drainage lines never seem to land where you want them to, and many other challenges arise. Existing trees were identified through survey at the beginning of the project and protected throughout the construction process. Site design blended with grading and drainage to create an installation that required a minimal amount of earthwork. While functionality

was certainly important, we could not lose sight of the fact that this was the community's most popular park. Inclusive public engagement offered the opportunity for the community to have a say in what they wanted to see and give the design team a chance to connect with the users (aka children) on a one-on-one level. The result was a park amenity that enhanced the existing park program, required minimal construction disturbance, and was rooted in the ideas and passion of the community.

Project Information

- **Client:** City of Shawano
- **Completed:** 2018
- **Square Footage:** 5,000 sq ft
- **Construction Cost:** \$225,000





ASTOR COURT PARK SPLASH PAD

Kissimmee, FL

The Astor Court splash pad was a project years in the making. The Osceola County commissioners along with residents planned and provided fundraising. Karina Veaudry, PLA, led a team of mechanical engineers, electrical engineers, and civil engineers to design and build this 2,880 square foot splash pad for the Buenaventura Lakes Community. It is currently under construction and families are eagerly awaiting the grand opening during the summer of 2022.

Project Information

- **Client:** Osceola County
- **Completed:** Under Construction
- **Square Footage:** 2,880 sq ft
- **Construction Cost:** \$180,000





VENTURELLA RESORT & SPA SPLASH PAD

Lake Buena Vista, FL

Karina Veaudry, PLA, was contracted to design a pool, splash pad, and all surrounding amenity areas for the LaMeridian hotel. The project location is a popular hotel adjacent to the Walt Disney World resort in Lake Buena Vista, Florida. The splash pad was tactically designed to be in the center between an outdoor eating area gazebo, the main hotel swimming pool, and a playground. The end product produced a clean, safe, and visually appealing location for children and families to enjoy.

Project Information

- **Client:** Largo Management, LLC
- **Completed:** 2010
- **Square Footage:** 4,600 sq ft
- **Construction Cost:** \$230,000

City Park East Concept Plan

While all our designs are always functionally sound, sometimes details get lost in translation. Making the transition from 2D plan view into something community members can visualize being a part of their neighborhood can be difficult. Our 3D visualizations and associated VR have proven time and time again to help the public better understand the scale of proposed improvements by communicating more than a 2D plan drawing could possibly ever do. This dynamic and engaging process provides more productive feedback from the public and a better understanding of the proposed improvements. As a result, this saves everyone valuable time and resources.

The renderings included in this proposal are examples of what the concept plan and design for the City Park East Splash Pad could be. This concept and design is only an example and can (and likely will) be modified after input and feedback from the City is gathered. Renderings allow people to see into the future. Ayres is excited to work with the City to bring the future vision for the Park East Splash Pad to life. The Ayres team can develop highly accurate renderings and VISSIM microsimulation models for use during public information meetings.



“Your team has the vision of the project from start to finish. The plans and specifications are clear; your willingness to help and guide when questions are asked, and your team’s hands-on approach with all projects we have done is very much appreciated.”

Joe Trainor

Project Manager, Joe Daniels Construction Co.
Blue Mound State Park Splash Pad

Attachment: Parkititure_Ayres_Combined (5395 : Splash Pad Consultant)



City Of Antigo Splash Pad

Aqua Tunnel, Aqua Arching Stream (3) , Aqua Spider (2) , Aqua Fort , Aqua Drop 12" (2)
 Aqua Drop 24" , Aqua Butterfly , Aqua Twirl Palm , Aqua Animal 4 , Aqua School Of Fish
 Aqua Cannon (2) , Aqua Serpent , Aqua Jelly (2) , Aqua Deck Dazzler (10) , Aqua Dumping Bucket
 Aqua Jaws, Aqua Activator

Preliminary Schematic Plan - which meets budget and area (3,200 s.f.)
 City / Family to select final features



City Of Antigo Splash Pad

Aqua Tunnel, Aqua Arching Stream (3) , Aqua Spider (2) , Aqua Fort , Aqua Drop 12" (2)
 Aqua Drop 24" , Aqua Butterfly , Aqua Twirl Palm , Aqua Animal 4 , Aqua School Of Fish
 Aqua Cannon (2) , Aqua Serpent , Aqua Jelly (2) , Aqua Deck Dazzler (10) , Aqua Dumping Bucket
 Aqua Jaws, Aqua Tunnel, Aqua Split Stream (4), Aqua Activator

Preliminary Schematic Plan - which meets budget and area (3,200 s.f.)
 City / Family to select final features



City Of Antigo Splash Pad

Aqua Tunnel, Aqua Arching Stream (3), Aqua Spider (2), Aqua Fort, Aqua Drop 12" (2)
 Aqua Drop 24", Aqua Butterfly, Aqua Twirl Palm, Aqua Animal 4, Aqua School Of Fish
 Aqua Cannon (2), Aqua Serpent, Aqua Jelly (2), Aqua Deck Dazzler (10), Aqua Dumping Bucket
 Aqua Jaws, Aqua Tunnel, Aqua Split Stream (4), Aqua Activator

Preliminary Schematic Plan - which meets budget and area (3,200 s.f.)
 City / Family to select final features



City Of Antigo Splash Pad

Aqua Tunnel, Aqua Arching Stream (3), Aqua Spider (2), Aqua Fort, Aqua Drop 12" (2)
 Aqua Drop 24", Aqua Butterfly, Aqua Twirl Palm, Aqua Animal 4, Aqua School Of Fish
 Aqua Cannon (2), Aqua Serpent, Aqua Jelly (2), Aqua Deck Dazzler (10), Aqua Dumping Bucket
 Aqua Jaws, Aqua Tunnel, Aqua Split Stream (4), Aqua Activator

Preliminary Schematic Plan - which meets budget and area (3,200 s.f.)
 City / Family to select final features



City Of Antigo Splash Pad

Aqua Tunnel, Aqua Arching Stream (3), Aqua Spider (2), Aqua Fort, Aqua Drop 12" (2)
 Aqua Drop 24", Aqua Butterfly, Aqua Twirl Palm, Aqua Animal 4, Aqua School Of Fish
 Aqua Cannon (2), Aqua Serpent, Aqua Jelly (2), Aqua Deck Dazzler (10), Aqua Dumping Bucket
 Aqua Jaws, Aqua Activator, Aqua Tunnel, Aqua Split Stream (4)

Preliminary Schematic Plan - Without Fence
 City /Family to select final water features



City Of Antigo Splash Pad

Preliminary Schematic Plan - Without Fence
City /Family to select final water features

Aqua Tunnel, Aqua Arching Stream (3), Aqua Spider (2), Aqua Fort, Aqua Drop 12" (2)
Aqua Drop 24", Aqua Butterfly, Aqua Twirl Palm, Aqua Animal 4, Aqua School Of Fish
Aqua Cannon (2), Aqua Serpent, Aqua Jelly (2), Aqua Deck Dazzler (10), Aqua Dumping Bucket
Aqua Jaws, Aqua Activator, Aqua Tunnel, Aqua Split Stream (4)



Craig Schuh, PE

Civil Engineer

Craig manages engineering services provided out of the Green Bay area office. As a municipal engineer, he is responsible for managing and designing municipal and site civil projects; assisting transportation engineers with stormwater design; preparing earthwork computations; assisting in CADD development of plans, maps, and projects; and preparing plans, specifications, and bidding documents. Craig communicates directly with clients, regulatory agencies, contractors, and subconsultants.

Total Experience

23 Years

Registrations

Registered Professional Engineer, WI

Education

BS, Civil Engineering, University of Wisconsin-Platteville

Select Experience

- Shawano Memorial Park Splash Pad
- Shawano Franklin Park Improvements
- Town of Algoma Jones Park Improvements
- Town of Menasha Fritsch Park Redevelopment
- Allouez Green Isle Park Reconstruction
- Winnebago County Community Park Natural Way Planning
- Antigo 5th Avenue (Western Avenue to Lincoln Street) Reconstruction
- Antigo EDA Saratoga Business Park
- Wausau Frantz Riverfront Development



Karina Veaudry, PLA

Project Manager

Karina brings three decades of experience and leadership in park planning, design, and management. She completes projects from conceptual design through construction documents and has co-authored a statewide model sustainable landscape ordinance. Karina has focused her career on ecologically oriented design formats and teaches continuing education courses in innovative low-impact development techniques and bio-retention, with a focus on high visibility and low maintenance. By designing engaging park spaces with connectivity and beauty, she creates exciting ways for individuals to experience an area's sense of place through its parks.

Total Experience

34 Years

Registrations

Professional Landscape Architect, FL, TX, SC, MD

Education

BLA, Landscape Architecture, University of Florida, Gainesville, FL, 1987

Select Experience

- LaMeridian Hotel Splash Pad and Pool, Lake Buena Vista, FL
- Astor Court Park Splash Pad, Osceola County, FL
- Wooton Park Renovation and Trailhead and TAV LEE Trail Alignment, Tavares, FL
- Oak Street Park Renovation and Community Center, Kissimmee, FL
- Oak Street Park Renovation and Community Center, Kissimmee, FL



Total Experience

14 Years

Registrations

Professional Landscape Architect, FL, WI, MN

Education

BLA, Landscape Architecture, North Dakota State University

BS, Environmental Design, North Dakota State University

Chris Silewski, PLA

Parks and Trails Landscape Architect

Chris has spent the majority of his career focusing on how to harness a community's unique character into every project. His innate interests in community outreach, local typology, art, ecology, and regional design make him a valuable resource to any planning project aimed at engaging the public in creating regional destinations. Licensed in Wisconsin, Minnesota, and Florida, his experience with communities ranges across a wide range of demographics and geographic locations. He believes each community is different and that every project and communication approach should be tailored accordingly.

Select Experience

- Altoona River Prairie Development Planning, Design, and Construction Administration, Altoona, WI
- Chippewa Falls Erickson Park Improvements, Chippewa Falls, WI
- Eau Claire County Mary Fitz Park Master Plan, Eau Claire, WI
- Boyd Park Master Plan, Eau Claire, WI
- Roberts Rolling Meadows Park Master Plan, Roberts, WI
- Western Wisconsin Health Site and Landscape Architecture, Baldwin, WI
- Beaver Creek Reserve Campus-Wide Master Plan, Fall Creek, WI



Total Experience

17 Years

Registrations

Registered Professional Engineer, MN

Education

BS, Mechanical Engineering, North Dakota State University-Fargo

Licia Oligmueller, PE, LEED AP BD+C

Mechanical / Plumbing Engineer - Plumbing Design



Licia is recognized by her teammates and our clients for her thought leadership and her dedication to service. She is an integral member of our team and an experienced mechanical engineering leader who has analyzed and designed systems including HVAC, controls, and plumbing/piping systems. She has provided excellent service to clients in sectors including federal and municipal government, commercial, retail, education, institutional, recreation, and military.

Select Experience

- State of Minnesota Transportation Building Renovation, St. Paul, MN (*subconsultant to BTR*)
- Minnesota Capitol Complex Freeman Building Assorted Office Remodels (*subconsultant to BTR*)
- MN Metro Transit Heywood Building and OSC Building Improvements, Minneapolis, MN
- St. Louis County Government Service Center, Duluth, MN
- City of Eagan Maintenance Facility, Eagan, MN



Total Experience

39 Years

Registrations

Registered Professional Engineer, WI, 2010

Registered PE in 26 additional states

Education

BS, Mechanical Engineering, University of Minnesota-Minneapolis

Jim Manning, PE, LEED AP BD+C

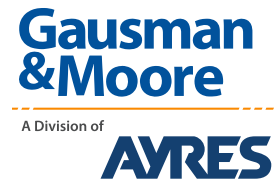
Mechanical Engineer

Jim is a mechanical project engineer for institutional, commercial, and industrial projects.

His responsibilities include project management, planning, design, cost estimating, plan and specification writing, equipment selection, and site observations.

Select Experience

- Barker's Island HVAC Upgrades & Lighting, Superior, WI
- Marketplace Foods/KJ's Fresh Market, Chetek WI
- Buffalo Wild Wings Bar Remodels, Various Locations, CA and MN San Jose, CA
- Camping World Sales Remodel, West Service Bay Addition, Belleville MI
- Kwik Trip Bathroom Remodels, Various Locations, MN
- Kwik Trip Cooler Freezer Addition and Alteration, Rochester MN
- City of Minneapolis Impound Lot Improvements, Minneapolis, MN
- St. Cloud Technical and Community College HVAC Upgrades, St. Cloud, MN



Total Experience

33 Years

Registrations

Registered Professional Engineer, MN, MI, KS, IA, AK, OK, NE, LA

Education

BS, Architectural Engineering, Milwaukee School of Engineering-Milwaukee

Matthew Tisdell, PE, LC, LEED AP BD+C

Electrical Engineer - Electrical Design

Matt is an electrical engineer and project manager with extensive electrical engineering and lighting design experience on federal, state, and local government buildings and in the commercial, industrial, health care, and retail markets. His responsibilities include design, project management, and quality review on projects involving electrical systems, lighting, fire protection systems, and audio/visual and data systems.

Select Experience

- White Bear Lake Library Addition & Remodel, White Bear Lake, MN (*subconsultant to BTR*)
- Fergus Falls Public Library Design, Fergus Falls, MN (*subconsultant to BTR*)
- North Regional Library Remodel, Minneapolis, MN (*subconsultant to BTR*)
- Dakota County Galaxie Library Renovation, Apple Valley, MN (*subconsultant to BTR*)
- Camp Ripley Education Complex Addition (B3 SB2030), Little Falls, MN
- Minnesota Capitol Complex Freeman Building Assorted Office Remodels (*subconsultant to BTR*)





Total Experience

33 Years

Registrations

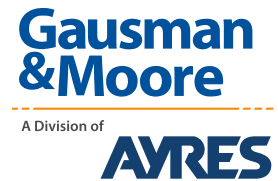
Registered Professional
Engineer, WI

Education

BS, Electrical Engineering,
North Dakota State University
- Fargo

Ed Studniski, PE

Director of MEP Services / Electrical Engineer



Ed is a passionate champion of our longstanding commitment to serving our clients as partners.

His management philosophy is built on a foundation of trust, accountability, and execution. Ed takes the lead in the as an electrical engineer on projects, delivering the right solutions within each client's budget.

In a job that's filled with deadlines, Ed's favorite aspects of the work are delivering great designs on time and nurturing our professionals' growth and progress in their careers and watching them thrive.

Select Experience

- New Drill Core Library, Hibbing, MN
- Bespoke Apartments 270 Hennepin Avenue, Minneapolis, MN
- St. Louis County Government Service Center (GSC) Remodel, Duluth, MN
- St. Louis County, GSC Emergency Generator, Duluth, MN
- Regional Center Arc Flash Study, Ridgedale, MN
- Northern MN Ziegler Service Facility, Buhl, MN



THIS IS AN AGREEMENT made as of February 9, 2022, between the City of Antigo (OWNER) and Ayres Associates Inc, 8875 Hidden River Parkway, Suite 200, Tampa, FL 33637 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services to produce **City Park East Splash Pad Design and Construction Observation** as described in Attachment A (hereinafter called the Project).

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

Attachment A - Scope of Services
Attachment B - Period of Services
Attachment C - Compensation and Payments
Attachment D - Terms and Conditions

This Agreement (consisting of 1 page), together with the Attachments identified above, constitutes the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

_____		Ayres Associates, Inc.
OWNER		CONSULTANT
		
_____	(Signature)	_____
_____	(Typed Name)	Craig Schuh, PE
_____	(Title)	Manager, Engineering Services
_____	(Date)	February 9, 2022
_____	(Attest)	_____
_____	(Typed Name)	_____
_____	(Title)	_____

Attachment: Parkiteture_Ayres_Combined (5395 : Splash Pad Consultant)

ATTACHMENT A – SCOPE OF SERVICES

PROJECT DESCRIPTION: The intent of the design and construction observation scope of services is to provide design and construction documents, waterplay manufacturer coordination and construction observation for the City Park East Splash Pad project.

ARTICLE 1 – BASIC SERVICES SCOPE OF WORK

1.1 GENERAL

CONSULTANT shall provide professional services for OWNER in all phases of the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided below.

1.2 DATA COLLECTION, SITE ANALYSIS, AND PROJECT PROGRAMMING

- Confirm goals, project objectives and utilities.
- Conduct background research and data collection; acquire and review existing plans, reports and maps related to the project.
- Attend project kick-off meeting with OWNER.
- Identify opportunities and constraints, topography and drainage patterns.

1.3 PRELIMINARY DESIGN DEVELOPMENT PHASE

- Commencement:
 - o CONSULTANT will begin the Preliminary Design Development phase after written authorization to proceed is received from the OWNER.
 - o OWNER to deliver base plan in AutoCAD format depicting underground, overhead and existing-to-remain utilities.

- Demolition Plan: Assist the Owner with demolition process with contractor.

- Civil Engineering and Project Management:

Provide grading plan in coordination with water play manufacturer components and slope to drain. Provide coordination with water play manufacturer and site contractor. Provide recommendations for water feed line size and drainage line size for the splash pad.

Mechanical and Plumbing Engineering:

Provide drawings and associated specifications for water and waste piping to support the splash pad function. This will include coordination with the splash pad vendor's drawings and equipment schedule. The splash pad systems, layout, and equipment selections shall be provided and designed by the vendor, our plumbing documents will include rough-in at the sizes and locations indicated by the vendor and ensuring correct pipe sizing.

The plumbing scope assumes that new waste and water services will be provided to within 5-feet of the water service room at the size indicated by the splash pad vendor's drawings. The plumbing plans will indicate the new waste and water piping with code-compliant backflow and pressure devices as required.

- Electrical Engineering:

The electrical engineering scope consists of providing drawings and associated specifications for providing power to the proposed splash pad pumps and controls. This will include coordination with the splash pad vendor's drawings and equipment. We will provide electrical

connections to single point connections at each piece of equipment, with conduit and conductors stubbed out beyond the splash pad by the vendor. These conduits and conductors will then be extended by our documents to the electrical service in the adjacent shed.

The electrical scope of service assumes that the existing electrical service has sufficient capacity and space to serve the new splash pad electrical loads. The base scope for this project does not include site lighting, however this can be added as an additional service if so desired. The splash pad systems and controls wiring and terminations shall be provided and designed by vendor, our electrical documents can include conduit for controls as needed on our documents.

- Landscape Architecture:

Prepare minimal landscape plan and site furnishings plan.

- o Locate and size canopy trees, shrubs and groundcovers.
- o Provide installation details, installation notes, and specifications.
- o Prepare plant palette booklet with color photographs of all proposed plant materials to convey image, bloom time, bloom color, sun/shade preference, soil preference, maintenance requirements, habitat value, and design philosophy.
- o Prepare schematic Site Furnishings plan and location of benches, trash/recycle container, bicycle rack(s), picnic tables and their respective concrete pad foundations.

- Project Signage Design: Prepare project /safety signage.

- Estimate of Probable cost: Prepare estimate of probable cost for splash pad implementation.

- Deliverables: (1) Electronic copy of plans and specifications in PDF format, estimate of probable cost, and plant palette information booklet.

- OWNER Review: CONSULTANT to email deliverables to OWNER for OWNER review and written comments.

1.4 FINAL DESIGN AND CONSTRUCTION DOCUMENTS PHASE

After written authorization to proceed with the Final Design and Construction Documents phase, CONSULTANT shall:

- Incorporate Comments: On the basis of written approval to proceed from OWNER from the Preliminary Design Development phase documents, incorporate comments from OWNER and municipality and prepare Final Design and Construction Contract Documents to show the scope, extent, and character of the work to be furnished and performed by Contractor(s) for all plan sets.
- Final Design Commencement: CONSULTANT will commence the final plans after receipt of completed, approved base plan and manufacturer plans.
- Construction Details and Specifications: Finalize all construction details and specifications.
- Schedules: Update civil, mechanical, plumbing, electrical and landscape schedules, details and specifications.
- Update plant palette information booklet.
- CONSULTANT to coordinate:

- o Manufacturer's schedule, drawings and construction implementation.
- o Permits, fees, and approvals by OWNER
- o Plans properly interfaced with the appropriate disciplines (i.e., Electrical, Civil, and plumbing engineering).
- Provide revised and final Estimate of Probable Cost.
- Deliverables: (1) Electronic copy of plans and specifications in PDF format, final estimate of probable cost, and final plant palette information booklet.

ARTICLE 2 - ADDITIONAL SERVICES

2.1 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

- Services resulting from significant changes in the general scope, extent, or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of design; and revising design documents or Contract Documents when such revisions are required by changes due to any other causes beyond CONSULTANT's control.
- Furnishing services of independent professional associates and subconsultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical, and electrical engineering).
- Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.
- Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material and shortages.

ARTICLE 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

- Place at CONSULTANT's disposal all available pertinent information including previous reports and any other data relative to design or construction of the Project including water bills, water usage data, and location of all utilities.
- Arrange for access to and make all provisions for CONSULTANT to enter private property as required for CONSULTANT to perform services under this Agreement.
- Furnish approvals and permits from all governmental authorities having jurisdiction over the Project, if applicable and such approvals and consents from others as may be necessary for completion of the Project.

ARTICLE 4 – EXCLUSIONS AND ASSUMPTIONS

The following services are excluded from the contract:

- Irrigation Design
- Surveying

- Parking area, security and splash pad lighting
- ADA Compliance Review

ATTACHMENT B – PERIOD OF SERVICES

ARTICLE 5 – PERIOD OF SERVICES

The provisions of this Article and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. CONSULTANT's obligation to render services will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial maintenance operation of the Project. Approximate periods of time for rendering services are:

The provisions of this Article and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. CONSULTANT's obligation to render services will extend for a period which may reasonably be required for the design, award of contracts, construction, and initial maintenance operation of the Project. Approximate periods of time for rendering services are to be determined based on manufacturer's site plan and water play component design details, utility locations and client reviews.

Note: Not included in the timeframe is the number of days is OWNER review and comment time, irrigation renovation in preparation for planting.

- The Construction Phase will commence with the OWNER's execution of contract award to contractor and/or water play manufacturer to be executed for the work of the Project and will terminate upon written recommendation by CONSULTANT of final payment on the last contract to be completed.

ATTACHMENT C – COMPENSATION AND PAYMENTS

ARTICLE 6 – COMPENSATION AND PAYMENT

6.1 COMPENSATION FOR SERVICES AND EXPENSES: Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:

A Lump Sum amount of **\$32,500.00** based on the aforementioned scope of services.

- All as-built information and required surveys by OWNER.
- It is expected that timely reviews and feedback by OWNER will take place to meet the suggested project timeframes.
- CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by OWNER.
- The Lump Sum includes compensation for CONSULTANT's services and services of CONSULTANT's independent professional associates and subconsultants if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

6.2 REIMBURSABLE EXPENSES: OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services as follows: All printing costs with receipts attached.

6.3 AMOUNTS BILLED:

Lump Sum Services. The portion of the amounts billed for CONSULTANT's services which are related to services rendered on a Lump Sum basis will be billed based upon CONSULTANT's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

6.4 RECORDS: Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

6.5 PAYMENTS:

- Times of Payments: CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.
- Failure to Pay: If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.
- Payments Upon Termination: In the event of termination by OWNER, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

ATTACHMENT D – TERMS AND CONDITIONS

ARTICLE 7 - CONSTRUCTION COST AND OPINIONS OF COST

Because CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience, qualifications, and judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that proposals, bids or actual Project or Construction Costs will not vary from opinions of probable cost. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in Attachment A.

ARTICLE 8 – GENERAL CONSIDERATIONS

OWNER agrees to limit CONSULTANT's professional liability for any and all claims for loss, damage, or injury, including but not limited to, claims for negligence, professional errors or omissions, strict

liability, and breach of contract or warranty, to an amount of \$50,000.00 or CONSULTANT's fee, whichever is greater. In the event that OWNER does not wish to limit CONSULTANT's professional liability to this sum, CONSULTANT agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving OWNER's written request prior to the start of CONSULTANT's services.

- 8.1 Drawing Format. All drawings will be produced in AutoCAD 2022 format on OWNER-provided bases. It is understood that the CONSULTANT shall rely on the accuracy and completeness of base information provided by the OWNER or others when preparing the plans.
- 8.2 Unauthorized Changes. The CONSULTANT, upon delivery of documents, is completely absolved and indemnified from any liability that may result from the interpretation or revision of documents for which the CONSULTANT was not responsible.
- 8.3 Location of Utilities. OWNER or their representatives are responsible for determining and making known the location of any and all underground and overhead pipes, wires, conduits, cables, gas lines, fiber optic/ethernet lines, easements, irrigation piping, septic systems, etc. or any other structures or utilities which may exist below the surface of the ground or overhead.
- 8.4 Information Provided By Others. The OWNER shall furnish, at the OWNER'S expense, all information requirements, reports, data, surveys, and instructions required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- 8.5 Opinion of Probable Cost. In providing opinions of probable construction cost, the OWNER understands that the CONSULTANT /Design Professional has no control over costs or the price of labor, equipment, or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of the CONSULTANT's qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 8.6 Indemnification. To the fullest extent permitted by law, neither the OWNER (or any other person or entity, including any of the CLIENT's customers, contractors, landscape contractor, subsidiaries, or affiliates) nor the CONSULTANT will be liable to the other or will make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages and indemnification and hold harmless agreement will include but is not limited to, loss of use, loss of profit, any claims, damages, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, loss of business or economic damages, loss of income, or any other consequential damage that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.
- 8.7 Construction Responsibility. CONSULTANT will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures of construction fabrication, procurement, shipment or delivery, or installation, or for the safety precautions in connection with the work, job site, sub-contractors, suppliers, or any other persons since these are solely the Contractor's responsibility under the Contract for Construction. The CONSULTANT will not be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The CONSULTANT will not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the work.
- 8.8 Construction Observation Services. The OWNER understands that by not retaining the CONSULTANT for construction observation services, there may be misinterpretations of the CONSULTANT's plans and specifications during construction, which may lead to errors and subsequent damage. Inasmuch as the OWNER has elected to proceed with the Project without

the CONSULTANT providing construction observation services, the OWNER agrees to indemnify and hold-harmless the CONSULTANT against any and all claims, damages, awards, and cost of defense, which may arise out of the acts of the Contractor and Subcontractor performing work not in compliance with the intent of the design documents.

- 8.11 Shop Drawing Review. The CONSULTANT will review and approve or take other appropriate action on Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The CONSULTANT's review will be conducted with reasonable promptness while allowing sufficient time, in the CONSULTANT's judgment, to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT will not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT will not be required to review partial submissions or those for which submissions of correlated items have not been received.
- 8.13 ADA Compliance. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The OWNER understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. The CONSULTANT, however, cannot and does not warrant or guarantee that the CLIENT's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project.
- 8.14 Applicable Law. Unless otherwise specified, this agreement shall be governed by the laws of the State of Wisconsin.