

March 17, 2022

Patrick Schloss  
Economic Development Director  
City of West Allis  
7525 W. Greenfield Ave.  
West Allis, WI 53214



Dear Patrick:

Thank you for the opportunity to provide this proposal for the site selection and conceptual design of a new inclusive playscape in the City of West Allis. The City desires to create a "destination playscape" and gathering area that provides a heightened experience beyond that of a typical playground. This new facility is to be fully inclusive and implement universal design strategies.

A preliminary investigation by city staff has identified several potential sites for this new amenity. We will take this a step further and solidify a final location, establish a project footprint, and prepare conceptual plans for the new play area. This may include theming opportunities, play structure examples, and surfacing ideas. Should the City elect to move into construction of the project, we would be happy to help complete the design and engineering and bid procurement process. We have a long list of similar projects and are currently working on two in the vicinity of West Allis.

Thank you very much for the opportunity!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Blake Theisen', is positioned above the printed name.

Blake Theisen, PLA, ASLA  
Principal

**Parkitecture + Planning**

901 Deming Way, Suite 102  
Madison, WI 53717

E [blake@parkitecture.org](mailto:blake@parkitecture.org)  
P 608.886.6808

## SCOPE OF SERVICES

### **Playscape Concepts**

- ◆ Facilitate Kick off meeting with City staff. This meeting will review design intent, theme opportunities, precedent imagery, and may include a charrette.
- ◆ Assess up to 4 sites for suitable location. This will include site visits as well a desktop review of available data provided by City staff and aerial photography.
- ◆ Develop 2-3 concepts for the playscape area. This will include further development of the theme options.
- ◆ Collaborate with City staff and selected play equipment manufacturer to produce graphic renderings. This may include interviews with selected manufacturer representatives.
- ◆ Attend virtual review meetings (2 assumed) with City Staff.
- ◆ Produce final rendered graphics (plan views, vignettes, and 3-D stills) for use in public awareness and fundraising efforts by City.

### **Responsibilities of Owner and Others**

The City shall supply Parkitecture with Digital CAD topo and boundary survey of the project site. Ordering of soil borings and infiltration testing by owner, Parkitecture will assist with coordination.

### **Proposed Fee**

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

**Playscape Concepts** **\$ 13,160**

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.

Acceptance below signifies a notification to proceed with the scope outlined above.

Accepted by:

Date:

\_\_\_\_\_  
City of West Allis

\_\_\_\_\_

## **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.