



Special Parks & Recreation Commission

TUESDAY, AUGUST 27, 2024; 4:30 PM

Neenah City Hall – Council Chambers

211 Walnut Street

Neenah, WI 54956

NOTICE IS HEREBY GIVEN, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision making responsibility. This constitutes a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

MEMBERS	Lee Hillstrom, Kate Hancock-Cooke, Gary Lawell, Peter Kelly, Eric Maggio, Ted Galloway, Jim Wise, Ashley Ondresky, and Scott Weber
STAFF	Stephanie Schott, Jim Kluge, Trevor Fink, and Michael Kading
AGENDA TOPICS	
CALL TO ORDER	
APPEARANCES	Open Forum / Commission Consideration of Appearances
BUSINESS ITEMS	1. Recommendation - Arrowhead Prairie Implementation Design 2. Recommendation - Arrowhead Design and Engineering Services
ADJOURN	

ADA Accommodation Notice: the following notice should be included in all printed material produced for City programs. In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities based on disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call **the Park and Recreation Department** or the **City's ADA Coordinator** at (920) 886-6106 or e-mail clerk@neenahwi.gov at least 48 hours prior to the scheduled meeting or event to request an accommodation.

Creating Community Through People, Parks & Programs



Department of Parks & Recreation

TO: President Kelly and Members of the Parks & Recreation Commission

FROM: Michael T. Kading and Trevor Fink

DATE: August 21, 2024

RE: Arrowhead - Design and Engineering Services

Staff developed and sent out Requests for Quotes (RFQs) to various firms who have specifically designed and implemented prairies throughout the state. Three proposals were received and reviewed.

McMahon	\$14,600
Stantec	\$83,250 (\$50,595 as identified by staff)
Jeremy J. Kox Landscape Architecture, LLC	\$9,500

Recommended Funding

2024 CIP Arrowhead - \$700,000

Staff, based upon proposals, references and fees, recommends Jeremy J. Kox Landscape Architecture, LLC, Appleton, WI, in the lump sum amount not to exceed \$9,500 utilizing budgeted 2024 CIP funds identified for Arrowhead.

Suggested Action: Motion to accept and recommend the proposal from Jeremy J. Kox Landscape Architecture, LLC, Appleton, WI, in the lump sum amount not to exceed \$9,500 utilizing budgeted 2024 CIP funds identified for Arrowhead.

Creating Community Through People, Parks & Programs

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JEREMY J KOX LANDSCAPE ARCHITECTURE, LLC

OFFICE 1 - 920.371.3428

WWW.JJKOX.COM

OFFICE 2 - 920.740.6231

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This AGREEMENT, effective as of this TWELFTH day of AUGUST, in the year of 2024, is between CITY OF NEENAH – PARKS & RECREATION DEPARTMENT [Michael T. Kading, Director – 211 Walnut Street, Neenah, Wisconsin 54956, 920-886-6060, mkading@neenhwi.gov] and Jeremy J. Kox Landscape Architecture, LLC (herein after referred to as “Landscape Architect”), 2409 E. Gatewood Drive, Wisconsin 54915-6662 for the following project: **DESIGN PRAIRIE/LOW MOW GRASS IMPLEMENTATION PLAN FOR ARROWHEAD PARK. Plan to include:**

- Soil/site prep recommendations,
- Invasive species recommendations,
- Evaluation of current drainage and topography,
- Seed species recommendations,
- Maintenance recommendations,
- Preliminary Design hardscape specifications for future open-air shelter and nature play area,
- Develop bid specification documents and bid letting,
- Attendance at bid opening, and
- Provide bid tabulation and recommendation letter,
- Provide oversight during implementation.

For this contract, all documents produced will be supplied as digital copies only.

ARTICLE ONE: LANDSCAPE ARCHITECT’S BASIC AND ADDITIONAL SERVICES

A. Landscape Architect’s Basic Services are:

1. Kick-off Meeting with Tech Team
 - a. Conduct on-site visit and walkthrough of the property
 - b. Define clear expectations and outcomes
 - c. Develop timelines
 - d. Identify roles and responsibilities
2. Site Inventory, Analysis, and Programming
 - a. Gather information on PROJECT SITE to reveal site conditions, limitations, and opportunities.
 - b. Review 2024 Master Plan
 - c. Review 2024 Survey, including topography and utilities
 - d. Permitting Clarification & Discussion with WI-DNR (City currently has a Conditional Development Permit issued by the WI-DNR in 2022 for this area)
3. Conceptual/Schematic Design (30% Design Meeting)
 - a. Prepare conceptual schematic design drawings that illustrate the scale and relationship of the Project components
 - b. Draft opinion of probable costs
 - c. Identify and clarify any questions or concerns
4. Design Development
 - a. Refine the approved schematic design drawing(s) to develop a final master plan for the development of the prairie/low mow grass implementation plan.
 - b. Review final construction cost estimate
 - c. Update permitting application
 - d. Identify and clarify any final questions and concerns

5. Construction Document
 - a. Provide master plan denoting all design requirements and material identification
 - b. Provide bid specification documents
 - c. Prepare a bid set for disbursement to landscape contractor(s)
 - d. Establish bid let and opening dates
 - e. Administer bid sets to pre-qualified landscape contractor(s)
6. Construction Procurement Phase
 - a. Provide bid tab summary and letter of recommendation
 - b. Assist client in review and evaluation of construction proposals
 - c. Participate in value engineering review process, if necessary
7. Construction Phase
 - a. Participate in a pre-construction meeting with the client and contractor to discuss project expectations, timeline, and care parameters.
 - b. Participate in weekly PROJECT SITE VISITS with the Project's contractor to generally review the progress of construction and to inspect whether the completed work is generally consistent with the intent of the Landscape Architect's Construction Documents.
 - c. Perform a final walk-through with the client and landscape contractor to review areas of concern, develop punch-list, schedule any repairs, and/or accept project as complete.

ARTICLE TWO: CLIENT'S RESPONSIBILITIES

- A. Client agrees to provide Landscape Architect with all information, plans, surveys, reports, professional recommendations, and any other related items requested by Landscape Architect to complete its professional services accurately. Landscape Architect may rely on the precision and completeness of these items.
- B. Client shall furnish the services of the following consultants or provide the following documents: [2024 Arrowhead Park Master Plan (CAD Files), 2024 Survey Documents including Topography, Utilities, Soils, etc., 2024 WI DNR Permit applications and correspondence summaries].
- C. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.
- D. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
- E. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of the Landscape Architect's services.

ARTICLE THREE: ESTIMATED SCHEDULE AND PROJECT BUDGET

- A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the project, anticipated and unanticipated events may impact any project schedule. The following are used for estimation purposes only:

DESIGN PROCESS

Initial Client Meeting and Programming:	2.50 Hours
Site Inventory & Analysis:	2.50 Hours
Digital Fact Gathering, GIS, Soils, etc.:	1.50 Hours
Base Map Development/Modification:	1.50 Hours
Conceptual Design Development:	7.50 Hours
30% Design Review Meeting	2.00 Hours
Design Development:	3.00 Hours
Preliminary Hardscape Specifications:	2.00 Hours

Planting Plan Development:	3.50 Hours
Construction Documentation:	3.75 Hours
Maintenance Recommendations:	2.75 Hours
Bid-Set Development:	1.75 Hours
Final Design Meeting and Project Review	2.50 Hours
ESTIMATED HOURS	36.75 HOURS

POST-DESIGN SERVICES

Contractor Bidding Period (Questions):	1.50 Hours
Bid Opening, Review, and tabulation	3.00 Hours
Project Visits Progress Reviews:	8.00 Hours
Final Construction Review:	2.00 Hours
ESTIMATED HOURS	14.50 HOURS

- B. As of the date of this agreement, Client's project budget is UNDISCLOSED. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the project's scope may require Additional Services of the Landscape Architect.

ARTICLE FOUR: COMPENSATION AND PAYMENTS

- A. Client agrees to pay the Landscape Architect as follows:
1. Basic Services:
FIXED RATE: Compensation shall be a flat fee of **[\$9,500.00]**, based on standard design services. Any additional services or revisions to the original project scope will result in converting the contract to a time & materials scope at a rate of \$185 per hour.
 2. Services Provided Outside this Contract Scope:
Design Services outside of original contract to be billed at a rate of \$185.00/hour.
- B. The client shall submit a retainer of **\$2,000.00** at the time of signing the design contract.
- C. Reimbursable Expenses are subject to a multiple of 1.20 and include, but are not limited to: reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel; and Client requested renderings and models.
- D. Once design services commence, Landscape Architect shall bill client upon completion of each design phase, but no more than twice monthly and shall itemize each billable item for Basic Services, Additional Services, and Reimbursable Expenses.
- E. Client agrees to pay all invoices within 30 days of issuance of invoice.
- F. Landscape Architect shall charge a service fee of two percent (2%) per month on all invoices outstanding more than thirty (30) days beyond the invoice due date.

ARTICLE FIVE: TERMINATION OF SERVICES

- A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if the Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ARTICLE SIX: DISPUTE RESOLUTION

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

ARTICLE SEVEN: USE & OWNERSHIP OF LANDSCAPE ARCHITECT'S DOCUMENTS

- A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings, and specifications, are copyrighted and are property of the Landscape Architect. These documents shall not be reused on other projects without the Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project unless Landscape Architect is found to have materially breached this Agreement.

ARTICLE EIGHT: MISCELLANEOUS PROVISIONS

- A. This Agreement is governed by the laws of the State of Wisconsin.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this Agreement only by written instrument signed by both Client and Landscape Architect.
- C. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures or for construction safety or any other related programs; or for other parties' errors and omissions or for other parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorney's fees and all legal expenses and fee incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors and omissions.
- G. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
- H. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against contractors, consultants, agents, and employees of

the other for such damages. Client and Landscape Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties described in this paragraph.

- I. Client acknowledges and agrees that the proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to; weeding, pruning, watering, re-mulching, and fertilizing plants; sealing hardscape materials with a quality matte sealant; avoiding de-icing salts near plants and pavers; may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- J. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- K. If this Agreement is not signed and returned to Landscape Architect within thirty (30) days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.
- L. Client agrees to allow Landscape Architect to use any plans, details and photos for marketing purposes including, but not limited to, social media posts, website examples, portfolio display, framed office art, brochures and other print material. If client prefers to not have project attributes displayed, a letter stating such must be received by the office at the time of signing this contract.
- M. As a condition of this contract, Client agrees to allow landscape architect or it's agent(s) to photograph, professionally photograph, video record, and/or use drone footage for marketing purposes. This may include use on webpages, social media, print advertising, or other means for company promotion. Landscape Architect will not publish any details about the client without the expressed written agreement from the client.
- N. As a condition of this contract, Landscape Architect representative may place a yard sign at the construction site for the duration of the project and up to 30 days after completion of the release of the project to the Client. The sign will not exceed 24" x 36" and the Landscape Architect is responsible for repairing any ground penetrations if evident (fill in holes and reseed or fix mulch as necessary).

LANDSCAPE ARCHITECT :

JEREMY J. KOX, PLA

12-AUG-2024

JEREMY J. KOX, LLA, ASLA
Principal, Professional Landscape Architect
WI #444-014

DATE

OWNER/CLIENT/AGENT:

SIGNATURE

DATE

PLEASE PRINT NAME

TO: President Kelly and Members of the Parks & Recreation Commission

FROM: Arrowhead Request for Proposals (RFP) Review Team

DATE: August 21, 2024

RE: Arrowhead - Design and Engineering Services

With the plan for Arrowhead now in place, the next step in making the vision into a reality is to complete preliminary engineering, design and feasibility analysis of the some of the key components of the plan. With that, under the direction of Mayor Lang, City staff issued Requests for Qualifications (RFQs) to over 20 firms and listed the RFQ on Quest, an online service representing construction and engineering firms. Ten individuals from various firms attended a June 11, 2024, walkthrough at Arrowhead. On June 19, 2024, five firms submitted responses to the RFQ. Those five firms were JSD, IMEG, MSA, SEH and GRAEF.

Subsequently, City staff issued a detailed Request for Proposal (RFP) and invited the five firms to submit proposals by the July 31, 2024, deadline. The interview team reviewed the five proposals and eliminated one firm. The four remaining firms, IMEG, GRAEF, SEH and MSA were invited to participate in a 1-hour interview consisting of a 20-minute presentation and 40-minute question and answer period. After completion of the interview process, fee proposals were reviewed (results listed below). The interview team then met on August 20, 2024, to further discuss and deliberate and make a recommendation.

The Arrowhead Interview Team, based upon quality of presentation and overall strength of team assembled to complete the tasks in the timeframe as identified in the RFP, recommends GRAEF as the preferred entity to complete the requested work. GRAEF proposed to complete the tasks in the allotted timeline for a not to exceed amount of \$189,617. The fees proposed by all the firms are outlined in the following table:

	GRAEF	SEH	IMEG	MSA
Area 1	\$64,507	\$212,800	\$316,860	\$142,250
Area 2	\$75,128	\$38,900	\$179,600	\$78,800
Area 3	\$49,982	\$72,700	\$152,140	\$56,250
Total	\$189,617	\$324,400	\$648,600	\$277,300

Recommendation: The Review Team unanimously recommends GRAEF to complete design and engineering services for Arrowhead in an amount not to exceed \$189,617, utilizing the ARPA funds allocated for Arrowhead as identified in the 2024 Capital Budget.

Supplementary Information

Summary of Work / Deliverables to be Completed

Area 1: Preliminary Garding and Utility Plan

- Opinion of Probable Cost
- Projected Construction Timeframe
- Proposed Site Layout
- Proposed Site Grading with Floor Elevations
- Preliminary Stormwater Management Plan
- Preliminary Plan/Profile for All Utilities
- Permitting Review and Requirements

Area 2: Vehicular Access Analysis and Design

- Preliminary Site Layout Including Roadway Plan and Profile
- Secondary Emergency Access Report
- Permitting Review and Requirements

Area 3: Pedestrian Overpass Feasibility Analysis

- Construction Feasibility of Pedestrian Overpass
- Opinion of Probable Cost
- Next Steps
- Projected Construction Timeframe
- Establish Basis of Design-intended Use, Width, Length, Railroad Criteria
- Schematic Path, Plan and Profile

Members of the RFP Review Team

Jane Lang, Mayor
Lee Hillstrom, Council Representative
President Peter Kelly, Parks & Recreation Commission
Tony Mach, Water Utility Director
Gerry Kaiser, Public Works Director
Chris Haese, Community Development Director
Michael Kading, Parks and Recreation Director
Brad Schmidt, Deputy Director of Community Development
Heath Kummerow, City Engineer
John Skyrms, Downtown Property Owner
Dave Schwerbel, Retired Engineer
Matt Scharenbroch, Senior Project Manager, Miron Construction