January 30, 2018

AYRES ASSOCIATES

Dan Glynn, CPRP
Parks & Recreation Director
City of Stoughton
381 E. Main Street
Stoughton, WI 53589

Re: CORP Update

Dear Dan,

Thank you for the opportunity to submit a proposal for development of a CORP/Park and Open Space Plan for the City of Stoughton. I understand that the city is in need of an update to the existing document and that the city is experiencing growth which will provide opportunities for new park developments. This proposal outlines our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description
The project includes planning efforts required to update the existing CORP and create a Park and Open Space Plan for submittal to DNR for adoption. Our approach to formulation of this type of plan goes beyond the basic requirements as outlined by the DNR. We view a CORP or Parks System Master Plan as a roadmap and working tool for the department to follow for a 5-10 year period. Our strategies outline development potential, maintenance issues, funding mechanisms, schematic conceptual plans, and demographic needs analysis.

Basemap information will be assembled from available GIS and LIDAR files.

Scope of Services

See below

Responsibilities of Owner and Others
Provide any basemap materials or other pertinent information to the project which would include the past plan and GIS data files.

Time Schedule
The task is anticipated to take 3-4 months to complete and can begin in late February.

Fee
In consideration of the preceding scope of services, our proposed fees are lump sum not to exceed as follows:

I. CORP/POSP	$ 16,820

Contract Terms and Conditions
See below.

Acceptance
If this proposal is acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

Proposed by Consultant: Ayres Associates, Inc

Name: Blake Theisen
Title: Project Manager
Date: 1-30-2018

Name: Bruce Morrow, PLA
Title: Group Manager
Date: 1-30-2018

Accepted by: City of Stoughton

Name:
Title:
Date:

SCOPE

TASK I. SITE ANALYSIS

- Conduct background research and data collection. Acquire and review existing plans, reports, and maps related to the project.
- Attend kickoff meeting with City staff (Meeting #1). This meeting will address topics including:
  - Goals and objectives
  - Mission statement
  - Priorities
- Establish project timeline and schedule public meeting dates.
- Tour existing City owned park and open space sites to conduct facility inventory and analysis. Ayres will also photo-document existing facilities in City parks during this visit. Elements to be investigated include:
  - Recreational facilities
  - Amenities
  - Site access and connectivity
  - Linear greenspaces and green infrastructure
  - ADA accessibility
  - Safety issues
  - Environmental impacts (drainage, noise abatement, wetlands, etc.)
- Create and administer online survey instrument and Community Comment portal.
- Attend work session meeting (Meeting #2) with City staff, and selected stakeholders to review existing park facilities, staffing issues, programming elements, ordinances, long-term needs, and proposed communitywide land use plans and to identify future open space opportunities.
- Hold one public information meeting (Meeting #3). This open house will be held in the evening, providing opportunity for residents to participate at their convenience. The meeting will include review of existing conditions and will test preliminary concepts.

Deliverables for Task I (delivered electronically in PDF or native file format as requested):

- 1 summary memo from kickoff meeting
- 1 updated project timeline
- 1 summary memo from public meeting
- Preliminary facility inventory matrix
- Digital site photographs
- Field notes and observations

TASK II. PRELIMINARY PLAN DEVELOPMENT

- Analyze City staff and public input results.
- Create plan maps and identify zones of strengths and weaknesses. Maps may include:
  - Existing Park and Open Space System
  - Park Service Areas

- Needs Assessment (demographic patterns, etc.)
- Proposed Park System Plan

- Conduct a level of service distribution comparison in coordination with local and regional entities.
- Formulate preliminary recommendations to include:
  - Promotion and education
  - Facilities and operations (including strategies for barrier-free access, ADA compliance)
  - Environmentally sustainable practices
  - Surplus or shortage property strategies
  - Schematic concept plans for selected sites
  - Programming and facility type gaps
  - Maintenance cost vs. revenue/service benefits
- Conduct benchmark and industry standards analysis.
- Attend review meeting with City staff and Parks Commission (Meeting #4).
- Prepare preliminary draft plan and associated graphics.

Deliverables for Task II: All deliverables sent electronically in PDF or native file format unless otherwise noted.

- 10 (11"x17") preliminary plan maps
- 1 (8.5"x11") preliminary recommendations memo
- 1 (24"x36") printed set of mounted presentation materials
- 1 PDF format set of presentation materials
- 1 PowerPoint format presentation on CD

TASK III. FINAL PLAN DEVELOPMENT

- Update recommendations based on feedback from City staff and Parks Commission.
- Formulate cost estimates for proposed improvements/options.
- Establish implementation timeline and priority table.
- Create a 5- to 10-year capital improvement plan for the park system with cost projections for development, maintenance, and acquisition.
- Identify new opportunities and develop potential funding strategies.
- Prepare final draft report documents to include all graphic plans and relative character images.
- Present final plan to Parks Commission or City Council (Meeting #5).
- Communicate on regular basis with Village staff via conference call and/or email.

Deliverables for Task III:

- 10 (8.5"x11") Final color CORP plans including fold-out maps and graphics
- 1 compact disk or DVD containing PDF of all plan materials, site photos, and meeting minutes.

ASSUMPTIONS

Existing basemap information will be provided by the City in digital format (CAD/GIS). All existing previous planning studies will be provided by the City to Ayres. Topographic survey and geotechnical investigations are not included in this scope. Detailed site planning/engineering is not included but could be added as an amendment. Meeting locations will be reserved and noticed by the City.

AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice, except as described above. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon the signing of this agreement. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability to an amount of $50,000 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 for increased consideration of ten percent (10%) of the total fee or $500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant subject to the requirements of Wiscsonsin's Public Records Law.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provides by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

16. Controlling Law: This contract is to be governed by the law of Wisconsin.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

VISION

OPPORTUNITY

LEVERAGE

ACTION

SUSTAINABILITY

SOLUTIONS

Ayres Associates is a multi-specialty architectural/engineering firm that has assisted public and private clients since 1959, offering services in landscape architecture, architecture, environmental science, surveying, grants, planning, geospatial mapping, and GIS, as well as transportation, traffic, civil, structural, water resources, and river engineering. Our superb project managers build long-term relationships with clients while reliably solving problems, stretching dollars, and navigating regulations.

Our clients are served by over 290 employees through our 12 offices in Wisconsin, Florida, Colorado, Wyoming, and Arizona. Ayres can deliver consultant services for your entire project cycle, from early planning through construction.

Ayres staff brings a reputation for leadership in planning and design of urban spaces, parks, campuses, and other open spaces, as well as providing expertise in ecology and bike/pedestrian facilities.

Services we provide include:

- Master planning
- Landscape design
- Comprehensive Planning
- Parks
- Trails
- Planting plans
- Athletic fields
- Park facilities
- Park condition analysis
- Playground assessments
- Safe Routes to School Planning
- Grant writing and funding
- Public process and consensus building
- 3D visualization

Project Manager:

Blake Theisen, PLA
TheisenB@AyresAssociates.com
608.441.3569

"While working with Blake Theisen ... on the City's ... Comprehensive Outdoor Recreation Plan and four Master Plans, his abilities surpassed my expectations. Blake's skills, work ethics, ability to visualize constituents' ideas and communicate those with City officials, residents, and staff were exceptional."

– Shelly Billingsley,
City Engineer,
City of Kenosha

Blake Theisen, PLA

Project Manager

18 Years of Experience

BA, Botany, Miami University of Oxford Ohio

Registered Landscape Architect, WI, MI, IN, IA, CO, IL, MN, AZ

Blake has been providing exceptional quality experience in recreational facility site analysis, planning, design, and implementation since 1999. His start-to-finish involvement ensures that projects are delivered on time and as envisioned. A skilled and visionary project leader, Blake's project expertise includes comprehensive outdoor recreation plans, park master plans, athletic complexes, community water parks, skate parks, and playgrounds. With a background in botany and ecology, he promotes environmental stewardship that informs creativity and preservation throughout facility planning and design.

As project manager, Blake will offer his experience with park facility planning, universal and integrated play feature design, group process, and realistic implementation strategies. A recognized expert in park and open space planning, Blake is well trained in the latest trends, equipment, and coordinated educational programming available to the park and recreation community. His organizational and public facilitation skills have delivered successful projects to clients for more than 18 years, and he has assisted municipal clients in obtaining more than $5 million through successful grant writing and fundraising strategies.

Aaron O'Keefe

GIS Specialist

12 Years of Experience

BA, Cartography/GIS, University of Wisconsin-Madison
AS, Civil Engineering Technology, Madison Area Technical College

Aaron provides expert mapping and GIS support. His experience includes GIS-based mapping and analysis for a variety of projects, including comprehensive (smart growth) plans, outdoor recreation plans, bicycle/pedestrians plans, and Safe Routes to School. His typical contributions to these projects include creating land use maps, GIS-based site selection, and route mapping. Aaron also has a background in civil engineering with several years of experience in CADD drafting and land surveying. Aaron brings advanced skills in ArcGIS with Spatial Analyst, AutoCAD, Illustrator, and Flash.

Project Team Experience

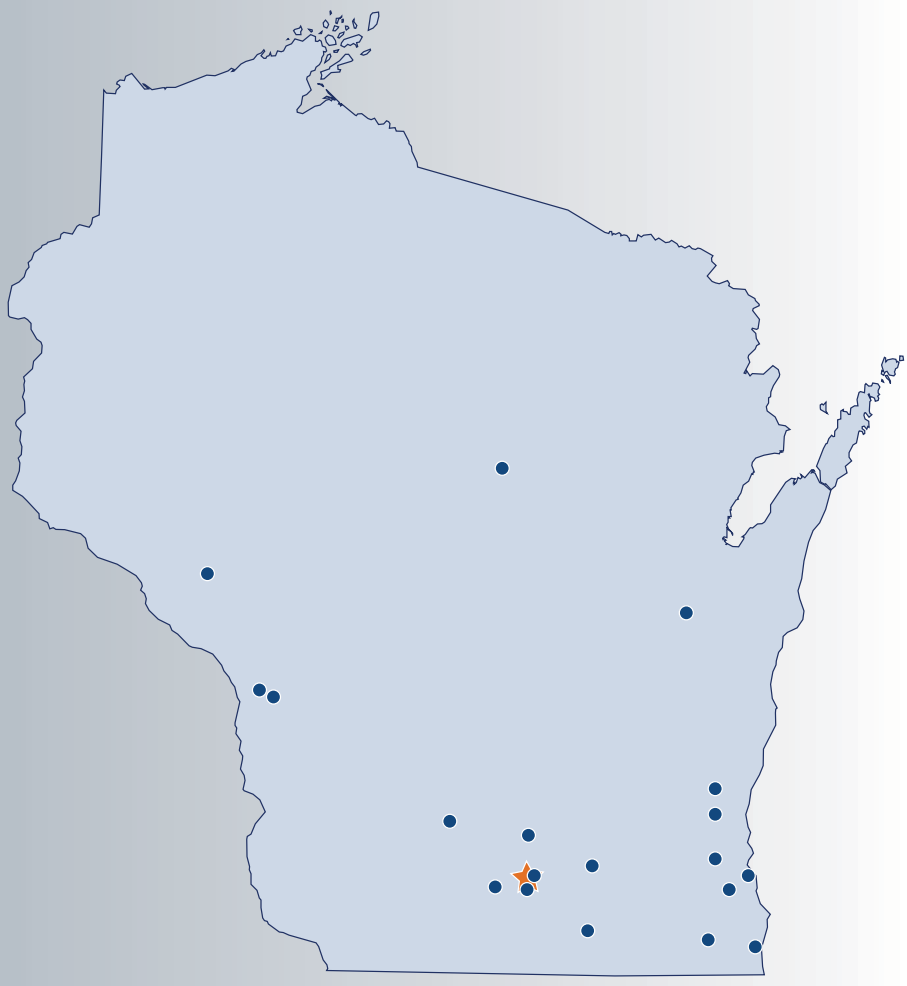
Park planning requires careful attention to the quality and character of an area. We work with our clients to develop a theme and patterning that celebrate a site's unique characteristics. Our creative commitment to placemaking attracts and engages all patrons.

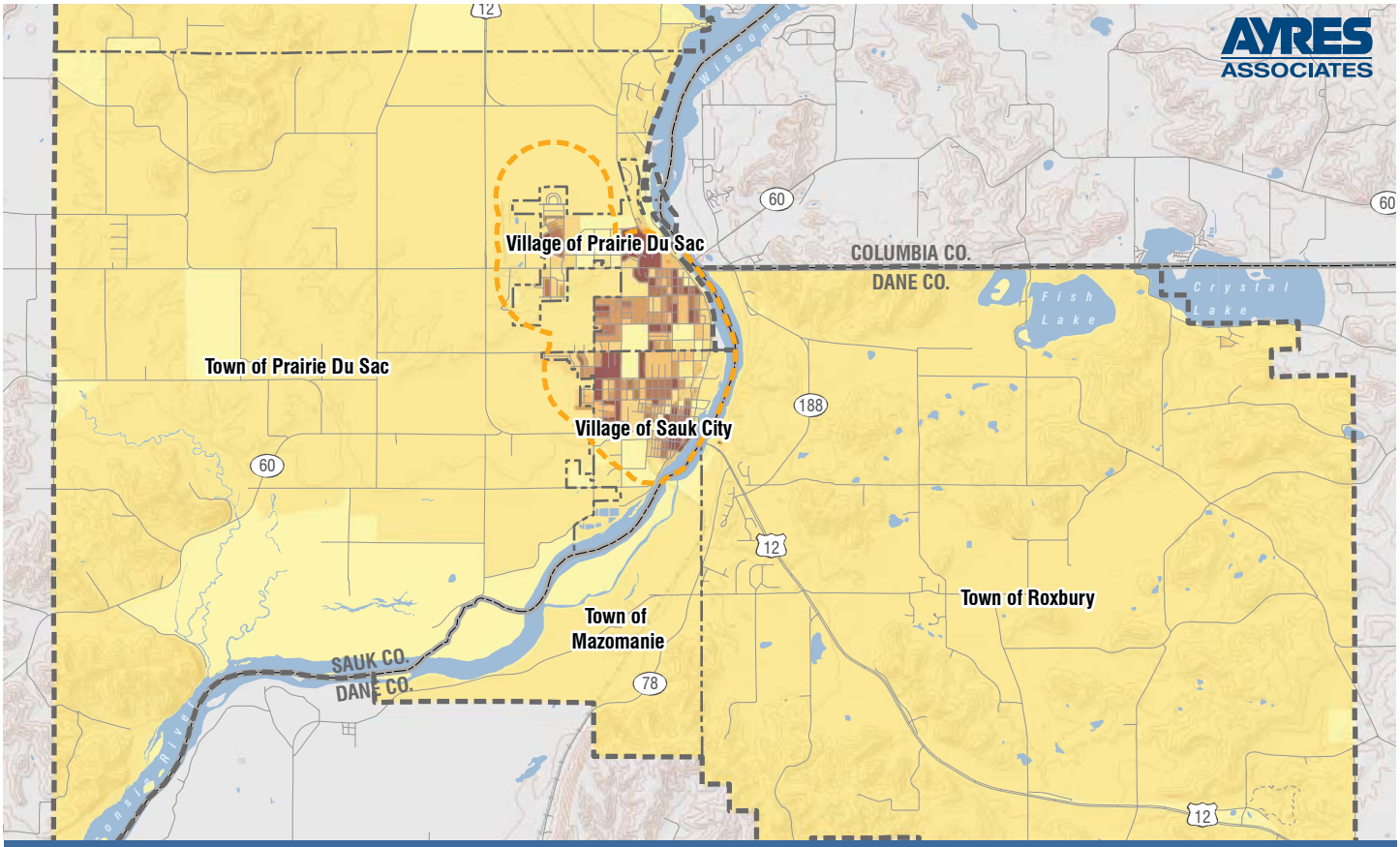
We also give careful consideration to the sustainability of our planning recommendations and minimize effects on the environment. Our goal is to provide beautiful, functional, and sustainable spaces that build a sense of community and provide accessibility for all while minimizing the community's long-term maintenance costs. The projects profiled on pages 6-9 highlight just a few of our recent CORP plans. Blake and his team worked on each project profiled and on the projects listed below.

Please request examples of any additional types of projects if you desire further background information. We invite you to contact the references listed for firsthand accounts of our work.

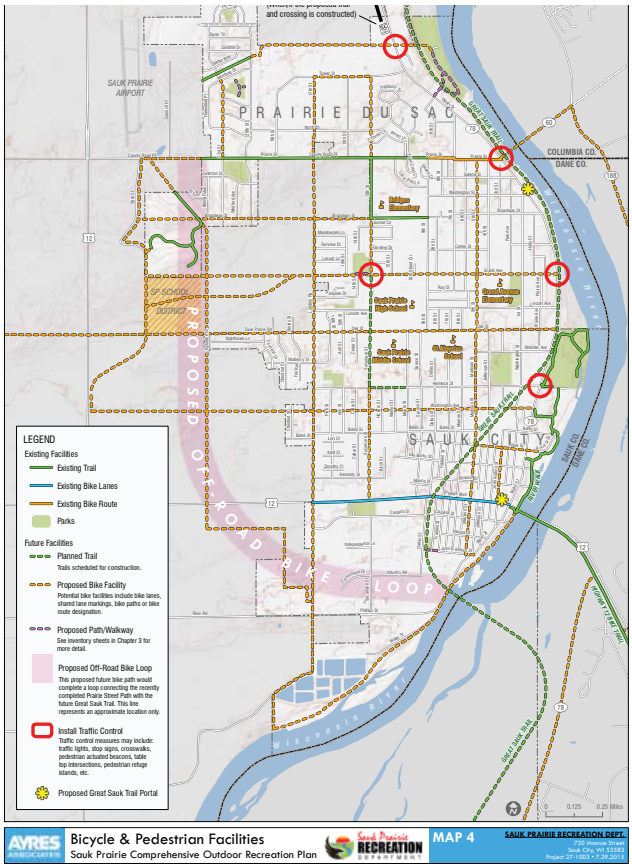
RECENT EXPERIENCE (5 YEARS OR LESS)

- CORP, City of Burlington, WI
- CORP, City of Waukesha, WI
- CORP, Village of DeForest, WI
- CORP, Village of Edgerton, WI
- Conservancy Lands Master Plan, Village of Johnson Creek, WI
- CORP, City of Kenosha, WI (2011 WIASLA Honor Award)
- CORP, Village of Maple Bluff, WI
- CORP, Village of Marshall, WI
- Conservancy Lands Master Plan, City of Middleton, WI
- CORP, City of Middleton, WI
- CORP, City of Milwaukee, WI
- CORP, City of Mondovi, WI
- CORP, Town of Onalaska, WI
- CORP, Sauk Prairie, WI
- CORP, City Onalaska, WI
- CORP, Village of Sherwood, WI
- CORP, Town of Slinger, WI
- CORP, Village of Sussex, WI
- CORP, West Allis, WI
- CORP, City of Wausau
- CORP, Town of Westport, WI





COMPREHENSIVE OUTDOOR RECREATION PLAN, Sauk City, WI



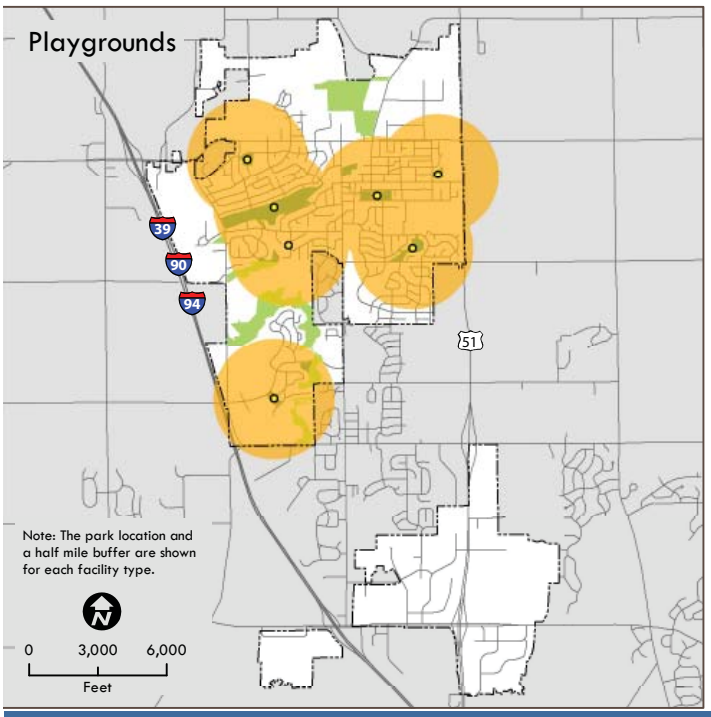
Ayres worked with the Sauk Prairie Recreation Commission and joint municipalities to assess the vitality and needs of the current park and open space system and provide direction for maintenance, growth and programming for the next five years. This planning effort produced the first park-specific planning document for the region and two municipalities.

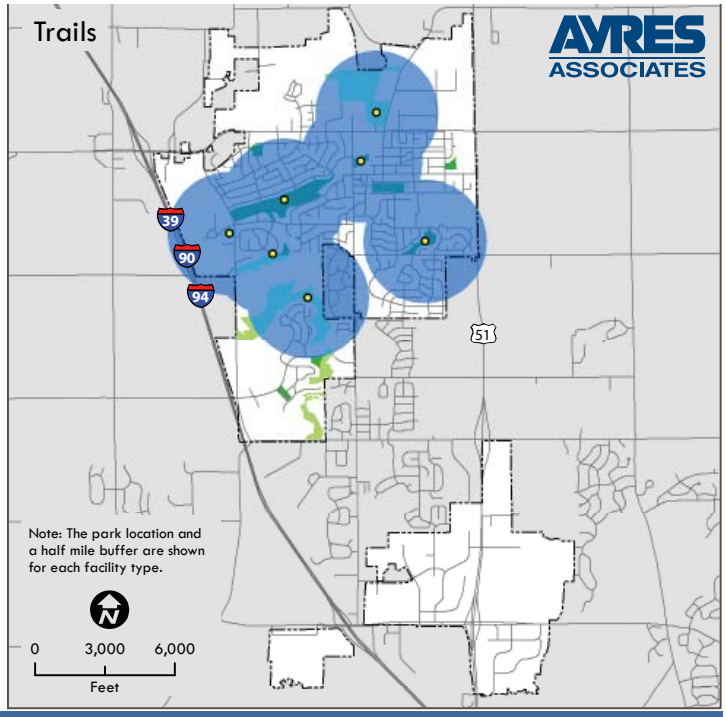
Recommendations from the process included physical infrastructure improvements, policy and staffing changes, and several site-specific master plans. The Commission continues to work with Ayres on detailed planning and design for the top priority – a major sports field complex.

Client:
Sauk Prairie Recreation Commission, Sauk City, WI

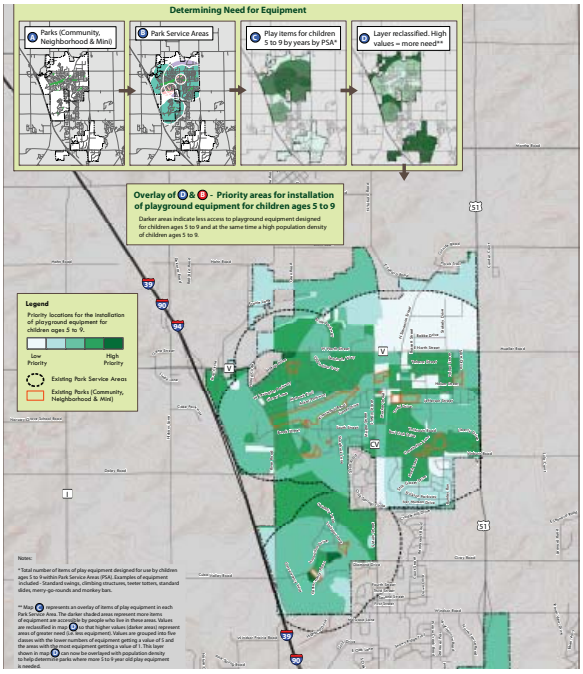
Reference:
John Lehan, Community Education & Recreation Director
608.643.0520
sprec@saukprairieschools.org

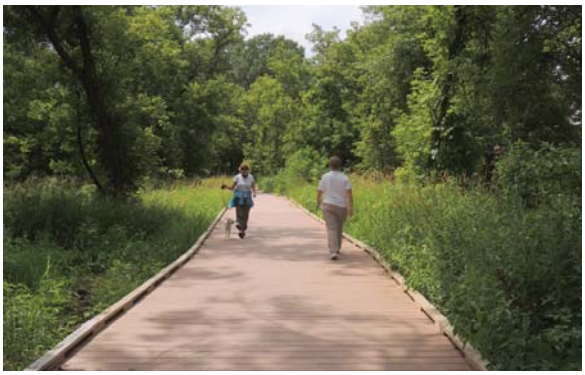
Team:
Blake Theisen
Aaron O'Keefe





COMPREHENSIVE OUTDOOR RECREATION PLAN, DeForest, WI





Ayres worked with the Village of DeForest to complete an update of the Park and Open Space Plan. This process was completed in tandem with a rewrite of the Village's Comprehensive Plan and involved extensive coordination to ensure a consistent roadmap for future Village development. Ayres worked with MDRoffers Consulting, LLC, to provide the Village with a comprehensive planning package.

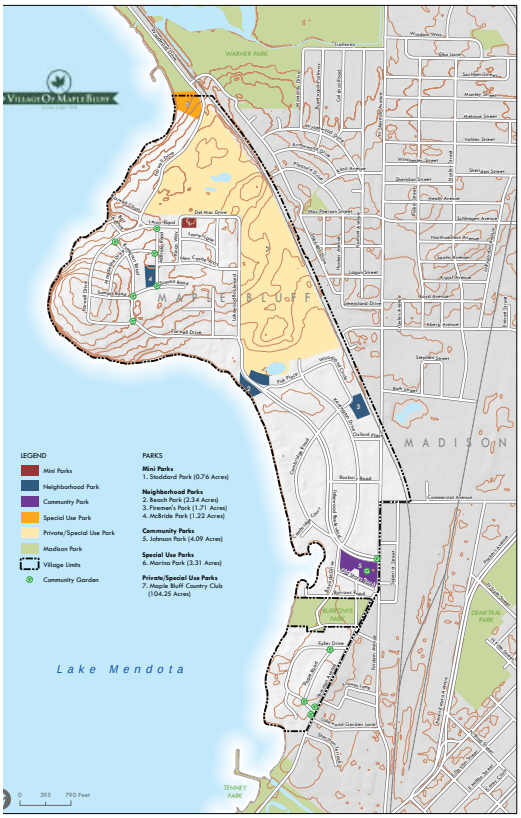
The planning process included thorough site and facility analysis, public outreach, GIS demographic analysis, and both short and long term capital improvement planning. Recommendations included the need for a more extensive master plan for the largest existing community park as well as the need for a centrally located athletic complex to serve not only the Village but surrounding communities.

As part of the plan, Ayres also provided planning and zoning recommendations for future park and open space land allocations within new residential and commercial developments.

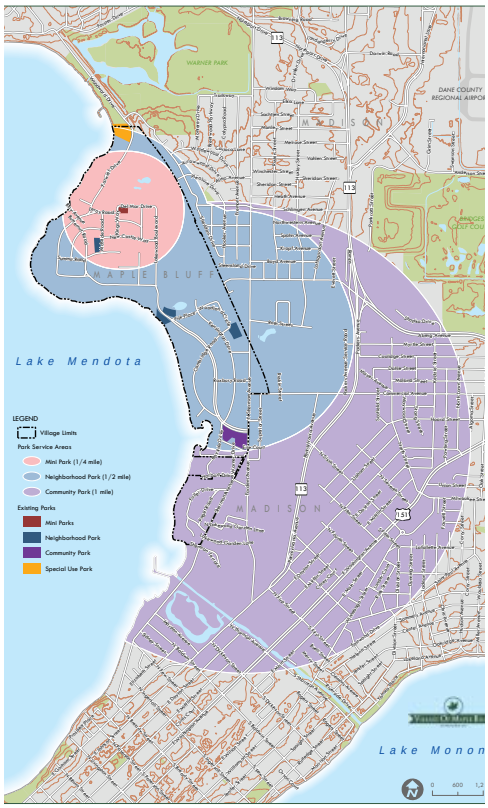
Client:
Village of DeForest

Reference:
Kelli Bialkowski
Director of Parks and Recreation
608.846.6751
bialkowskik@vi.deforest.wi.us

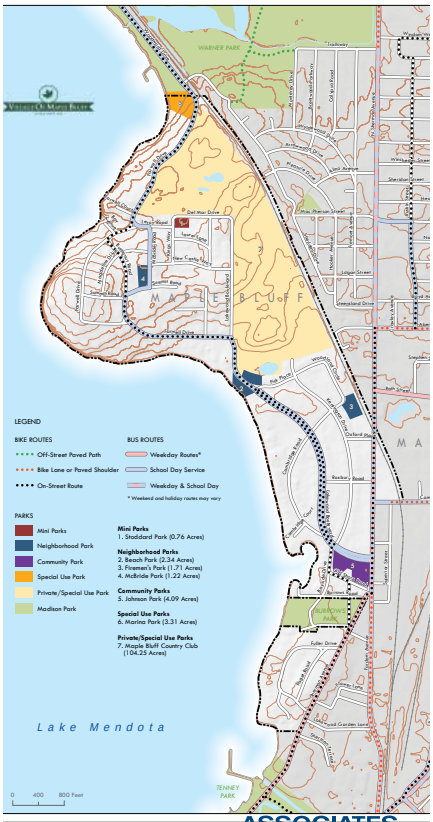
Team:
Blake Theisen
Aaron O'Keefe



Existing Parks
Maple Bluff Comprehensive Outdoor Recreation Plan
MAP 1



Park Service Areas
Maple Bluff Comprehensive Outdoor Recreation Plan
MAP 2



Bicycle & Bus Routes
Maple Bluff Comprehensive Outdoor Recreation Plan
MAP 4

MAPLE BLUFF CORP, Maple Bluff, WI

Ayres Associates worked with the Village of Maple Bluff to develop the very first Comprehensive Outdoor Recreation Plan for the Village. The community is situated on the shores of Lake Mendota and contains numerous waterfront community parks, neighborhood parks, as well as several special use recreation areas. These sites had grown organically since the inception of the Village without any concentrated planning efforts.

The design team outlined a 10-year growth and maintenance strategy to unite these properties in a consistent theme and establish sustainable funding allocations. The planning document has spurred several major improvement projects including a full renovation to the premier waterfront park, establishment of a new marina facility, and a community-wide wayfinding signage program.

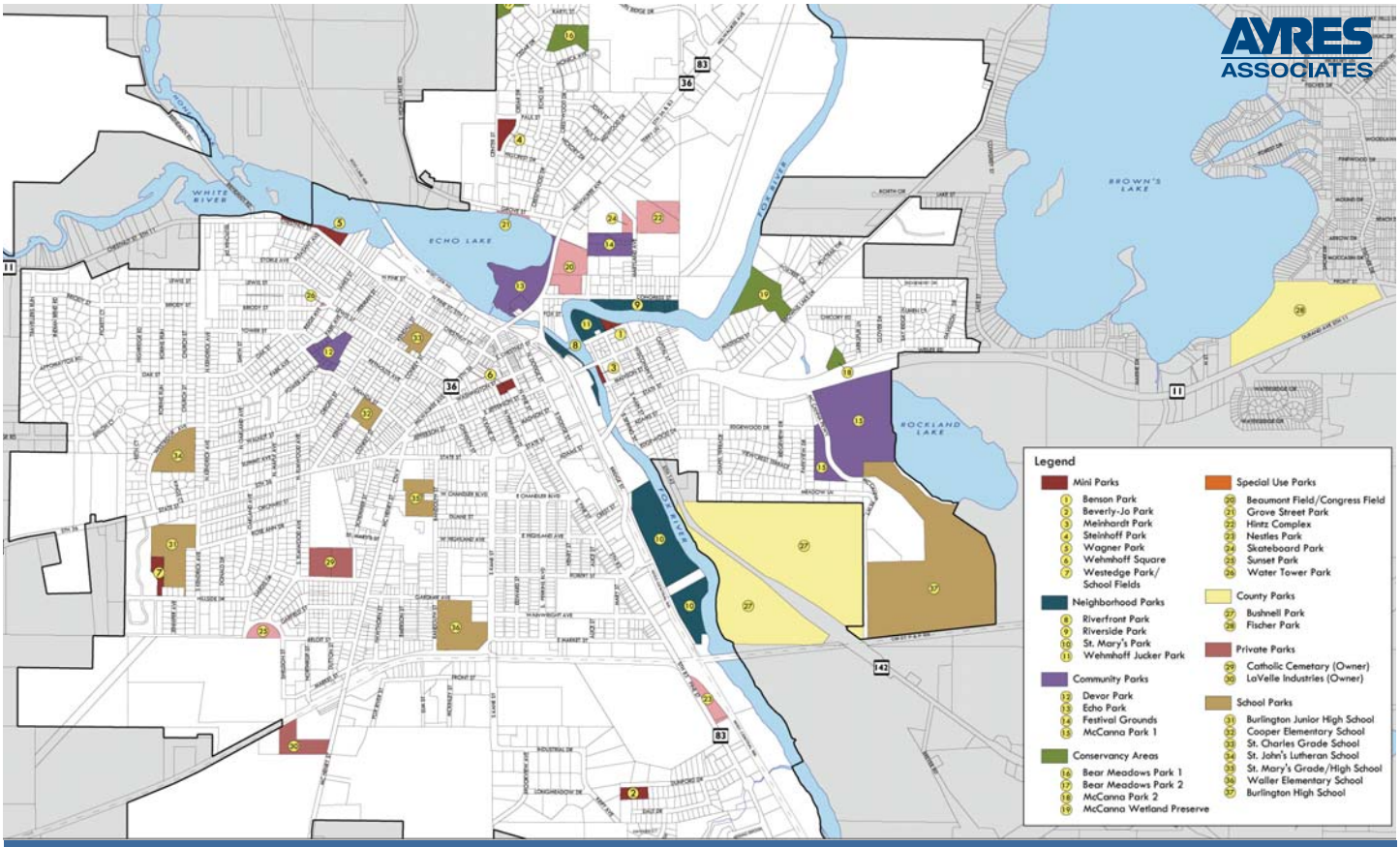
Client:
Village of Maple Bluff

Reference:
Curt Erickson, Recreation Director
608.244.3048
cerickson@villageofmaplebluff.com

Team:
Blake Theisen
Aaron O'Keefe

Village of Maple Bluff, WI — Existing Facilities Matrix — Parks and Open Spaces

			Passive Areas							Informal Active Games						Hard Surfaced Courts				Seasonal									Trails				Special Event Areas			Service and Buffer									
Designation	Acreage	Facility	Open Space	Dog Park	Rain Gardens	Disc golf	Picnic area	Play equipment	Biking/walking	Soccer	Sandlot backstop	Baseball	Softball/baseball	Football	Sand Volleyball	Basketball	Tennis	Horseshoes	Skateboard Area	Pool/Splash Pad	Swimming Beach	Golf Course/Driving Range	Hockey	Ice Skating	Sledding	Fishing Area	Xcountry Skiing	Boat Launch	River/Lake Access	Pedestrian	Multi-Use	Mountain Bike	Snowmobile	Performance Stage	Zoo	Event area	Other building	Restrooms	Picnic Shelter	Pedestrian Access	Transit Capabilities	Drinking Water	ADA Accessibility	Bicycle Parking	Automobile Parking
MP																																														
	0.76	Stoddard Park	◆							◆	◆																																			
NP																																														
	2.34	Beach Park	◆				◆	◆									◆				◆		◆	◆					◆								◆	◆		◆	◆	◆	◆		◆
	1.71	Firemen's Park	◆				◆	◆								◆																					◆	◆			◆		◆		
	1.22	McBride Park	◆					◆		◆						◆																									◆			◆		
CP																																														
	4.09	Johnson Park	◆	◆		◆	◆	◆		◆																													◆	◆	◆	◆	◆		
SU																																														
	3.31	Marina Park							◆																			◆	◆	◆							◆	◆		◆	◆	◆	◆		◆
TOTAL	13.43																																													



COMPREHENSIVE OUTDOOR RECREATION PLAN, Burlington, WI

Ayres has completed the last two versions of the City of Burlington Comprehensive Outdoor Recreation Plan. The most recent update was prepared to guide the City in acquiring and developing public outdoor parks and recreation facilities and to enable Burlington to participate in the outdoor recreation grant programs through the Wisconsin Department of Natural Resources (WDNR).

The existing city park system is comprised of 26 active and passive use park areas. A majority of these are special use parks that provide specific facilities for baseball or other active use pursuits. Ayres used an intimate public involvement process that included one-on-one stakeholder interviews to identify opportunities and assets to enhance the overall park system and strengthen existing public-private cooperation.

As a result of Ayres' inventory and engagement, a detailed set of recommendations was developed and assigned implementation benchmarks. General recommendations for the entire park system included:

- Retrofitting all parks and park facilities to be disabled accessible, including shelters and restrooms.
- Improving existing playlots and playgrounds as neighborhood gathering places for all ages.
- Developing a city-wide, barrier-free, multi-purpose trail system that connects City parks, county and state parks, existing regional trails, and provides access to natural and cultural resources in the community and region.
- Actively pursuing funds for park and recreation programs and park development. Ayres successfully obtained four WDNR grants on behalf of the City using this document.

Client:
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