

**Consulting Services Contract**  
**City of Waukesha – Ayres Associates, Inc.**  
Williams Street Placemaking

This Contract is by and between the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Ayres Associates, Inc., 20975 Swenson Drive, Suite 200, Waukesha, Wisconsin 53186, referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

**Recitals**

The City published a Request for Proposals, referred to as the RFP, for consulting services in connection with the Williams Street Placemaking Project.

The Consultant submitted a proposal in response to the RFP dated July 8, 2024, and was selected by the City to be awarded the contract for the Project.

The Consultant is willing to perform consulting services according to the scope of work stated in the RFP and the Consultant's responsive Proposal, and to accept the award of the contract for the Project.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Work.** The Consultant shall perform the Work described in the attached Schedule A, according to the terms and conditions of this Contract. Schedule A is incorporated into this Contract by reference.
2. **Payment.** The City shall pay Consultant a flat fee of \$17,900.00, payable upon completion of all Work and delivery of all work product to the City.
3. **Time.** Consultant shall commence the Work as promptly after execution of this Contract as is possible, and shall complete the Work substantially according to the Project Timeline in Schedule A and no later than December 31, 2024, subject only to delays for circumstances beyond Consultant's control, provided Consultant recommences work promptly in good faith upon the return of normal circumstances.
4. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City.
5. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Consultant, shall be effective unless done by the written mutual agreement of the Parties.
6. **Indemnification.** Consultant shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, Consultant's negligent performance of the Work, including court costs and reasonable attorney fees.
7. **Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies, except E&O policies. Consultant shall obtain an endorsement making the City an additional insured and loss payee, and Consultant's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.
  - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.

- b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
  - c. Umbrella, \$5,000,000.
  - d. Worker compensation, statutory requirements.
  - e. Professional liability-errors and omissions, \$2,000,000, with extended-reporting period endorsement.
8. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
  9. **Cooperation by City.** The City shall cooperate with the Consultant in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
  10. **Parties Are Independent Consultants.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent Consultants. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
  11. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
  12. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work unless expressly agreed otherwise by the City.
  13. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform the Work under this Contract, may not be assigned by the Consultant without the City's written consent.
  14. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City: Robin Grams  
 City of Waukesha Planning Division  
 201 Delafield Street, 2<sup>nd</sup> Floor  
 Waukesha WI 53188  
 rgrams@waukesha-wi.gov

To Consultant: Melissa M. Hunt  
 Ayres Associates, Inc.  
 20975 Swenson Drive, Suite 200  
 Waukesha WI 53186  
 mhunt@ayresassociates.com

15. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.
16. **Assistance of Counsel, Voluntary Contract.** The Consultant acknowledges that it has either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or has voluntarily waived the

opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.

17. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
18. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
19. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
20. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
21. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
22. **Integration.** This Contract constitutes the entire agreement of the Parties formed by the City's RFP and the Consultant's responsive proposal; however, if any ambiguity in this Contract requires resolution, or this Contract is silent on a material point, then reference may be made to the RFP and the Consultant's proposal, in that order of priority, to construe this Contract. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.
23. **Termination.** Either party may terminate this Contract without cause by giving written notice of termination to the other party, with termination to occur no sooner than 20 days after delivery of the notice. Upon termination, Consultant shall be paid for all Work completed as of the date of termination.

**City of Waukesha**

\_\_\_\_\_  
By Shawn N. Reilly, Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Attested by Sara Spencer, City Clerk  
Date: \_\_\_\_\_

To certify that funds are provided for payment:

\_\_\_\_\_  
Joseph P. Ciarro, Director of Finance  
Date: \_\_\_\_\_

**Ayres Associates, Inc.**

\_\_\_\_\_  
By (print name) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By (print name) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Schedule A - Scope of Work



## Understand and Gather Information and Input:

P1

- Conduct a meeting with stakeholders, including local business owners, and residents.
- Hold meetings with key City staff to gather insights, historical context, and current objectives.
- Review existing community plans to ensure alignment while creating a unique brand and design for Williams Street.
- Compile and analyze data to understand the needs, preferences, and aspirations of the community.



## Develop Designs and Brand:

P2

- Provide a comprehensive placemaking design and criteria for Williams Street, including:
  - ◆ Streetscaping elements
  - ◆ Lighting options
  - ◆ District branding
  - ◆ Banners/signage
  - ◆ Concepts for future street redesign
- Develop and present two street design concepts and two brand concepts.
- Incorporate feedback from the City staff and stakeholders to refine the designs.



## Implementation Strategy:

P3

- Coordinate a final meeting with key City staff to ensure smooth implementation and address any concerns.
- Finalize the design and branding for Williams Street, including materials such as stickers to launch the street brand.
- Provide detailed estimated costs for each element shown in the final design.
- Produce a final report summarizing the project process, final designs, estimated costs, and implementation strategies.

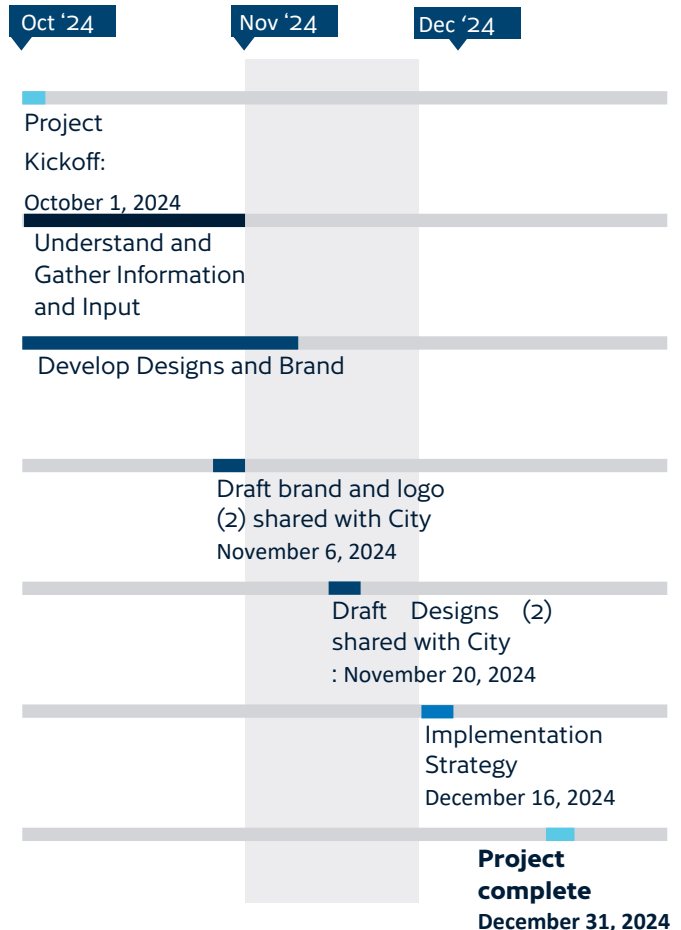


## Budget:

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The staff assigned to your project have a documented history of providing successful plans to clients. In consideration of the scope of services submitted, we propose a lump sum fee not to exceed of **\$17,900.**

## Project Timeline



The timeline is flexible and will be modified to take into account the City's meetings and City staff availability and guidance on timing. The Ayres team is able to start the project sooner if requested by the City and can modify the timeline as needed.