

Consulting Services Contract
City of Waukesha – C.H. Johnson Consulting, Inc.
Project Name: Mindiola Soccer Complex

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and C.H. Johnson Consulting, Inc., 6 East Monroe Street, Chicago, Illinois 60603, 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 following Project:

Economic Impact Study for Proposed Mindiola Soccer Complex

The RFP contained a specific Scope of Work to be incorporated into the successful bidder's contract.

The Consultant submitted a proposal in response to the RFP, 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 on Schedule A, according to the terms and conditions of this Contract. Schedule A is incorporated into this Contract by reference.
2. **Standard of Work.** Consultant will perform the Work according to generally-accepted industry practices and the highest standards of the professions of the individual employees performing the Work for Consultant.
3. **Payment.** The City shall pay to Consultant a fee not to exceed Twenty-Two Thousand Dollars (\$22,000.00) for performance of the Work in compliance with the terms and conditions of this Contract. Any additional work beyond the Scope of Work in Schedule A agreed to in writing by the Parties shall be billed according to the "Additional Services" in Schedule A. Consultant shall invoice progress amounts to the City, monthly. No more than 90% of the Contract Price shall be payable before Consultant's Work is complete and delivered to the City. All invoices shall be payable net 30 days.
4. **Time.** Consultant shall commence the Work as promptly after execution of this Contract as is possible, and shall complete the Work no later than August 13, 2021, subject only to delays for circumstances beyond Consultant's control, provided Consultant recommences work promptly in good faith upon the return of normal circumstances.
5. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City, and shall be kept confidential and not disclosed to any third party without the prior written permission of the City.
6. **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.

7. **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 performance of the Work, including court costs and actual attorney fees.
8. **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 for errors and omissions policies. Consultant shall obtain an endorsement making the City an additional insured, 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 combined single limit.
 - c. Excess liability-umbrella, \$2,000,000.
 - d. Professional liability-errors and omissions, \$2,000,000, with extended-reporting period endorsement.
9. **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.
10. **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.
11. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. 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.
12. **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.
13. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work.
14. **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.
15. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City: Attention Jeff Fortin
 City of Waukesha Planning Division
 201 Delafield Street
 Waukesha WI 53188

To Consultant: Attention Brandon Dowling
C.H. Johnson Consulting, Inc.
6 East Monroe Street
Chicago, Illinois 60603

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

City of Waukesha

By Shawn N. Reilly, Mayor
Date:_____

Attested by Gina L. Kozlik, City Clerk
Date:_____

To certify that funds are provided for payment:

Bridget M. Souffrant, Director of Finance
Date:_____

C.H. Johnson Consulting, Inc.

By (print name)_____
Title:_____
Date:_____

By (print name)_____
Title:_____
Date:_____

Incorporated attachment: Schedule A

Schedule A - Scope of Work and Fee Schedule

**PROJECT APPROACH AND RESEARCH
METHODS/IDENTIFY PROPOSED
SERVICES AND DELIVERABLES**



UNDERSTANDING OF THE ASSIGNMENT

The City of Waukesha Parks, Recreation and Forestry Department (WPRF) is considering development of a Community Soccer Complex located within Mindiola Park (“Park”), a 26.21 acre park in Waukesha, WI. The Park currently contains one full-sized lighted synthetic turf field, four grass soccer fields, two basketball courts, and three parking lot areas. For purposes of this study, twelve fields are currently proposed, four of which will include synthetic turf playing surfaces. The Complex will also feature shelter/restroom facilities, playground equipment, basketball courts, and off-street parking. The City views its \$1 million investment in Mindiola Park as well as proposed soccer complex as a catalyst for future redevelopment of the sub-area surrounding the Park. The goal of the requested study is to measure the economic impact of the proposed soccer complex at the Mindiola Park location.

The following items will be addressed in the economic impact analysis as a result of the planned soccer complex development:

- Resident spending associated with Mindiola soccer complex.
- Non-resident spending associated with Mindiola soccer complex.
- Direct and indirect job creation associated with Mindiola soccer complex.
- Types of business attraction/retention associated with Mindiola soccer complex.
- Financial impact on the existing hotel/motel industry as well as the need for additional rooms to accommodate visitors.
- Financial impact on the local restaurant and local retail/hospitality industry and need for any additional hospitality and/or retail businesses to accommodate users of the facility.
- Impact on property values in (1-mile) radius of Mindiola soccer complex.
- Return on Investment to taxpayers and society.
- Competing venues in Waukesha and Milwaukee Counties.
- Any other residual impacts on the City.

SCOPE OF WORK

TASK 1 – PROJECT ORIENTATION AND FIELD WORK

Over an intensive, collaborative two day data gathering session, Johnson Consulting will meet with representatives of the WPRF and other stakeholders to confirm objectives of the study, develop clear lines of communication, review project methodology, and conduct initial fieldwork. We can arrange to meet in-person or virtually, depending on the desire of the WPRF. Among the tasks to be performed during this step are:

- Hold a workshop with Client representatives to discuss the proposed project from both a needs and conceptual planning perspective.
- Gather and analyze information related to the project, and review the WPRF Strategic Plan and the Waukesha Redevelopment Master Plan.
- Identify appropriate contacts and resources necessary to ensure complete review and assessment of issues and specific data.
- Hold various meetings as described in the tasks below.

TASK 2 – OPERATIONS REVIEW OF COMPARABLE SPORTS COMPLEXES

The basis of an economic and fiscal impact analysis will be a 12-month analysis of travel to Waukesha, and will provide comparable analysis for attendance for the past five years. The Consulting Team will interview and collect data from five similar facilities within the region. This data will be tested, but will also serve as the baseline point for our analysis.

We will also work with WPRF staff to discuss data that we will also analyze. Such data will include:

- Hotel data.
- Analysis of the hospitality and retail businesses in the market.
- A list of competing venues in Waukesha and Milwaukee Counties.

The analysis will be organized in a manner that presents the historical and demand levels at the proposed soccer complex. We will prepare demand projections for the proposed soccer complex that will be useful to the City of Waukesha and the WPRF in the future.

The collection and organization of this information will set the stage for City and WPRF staff to track and report the discrete attendee visitation and the corresponding economic and fiscal contribution. This will be very helpful in providing on-going capacity to publicize the role Mindiola Soccer Complex plays as an economic engine for the City, County and State.

TASK 3 – ECONOMIC AND FISCAL IMPACT ANALYSIS

Johnson Consulting will quantify the direct and indirect economic impact that the proposed soccer complex has on: 1) The community directly surrounding Mindiola Soccer Complex; 2) The City of Waukesha; 3) Waukesha County; and 4) the State of Wisconsin.

Johnson Consulting has developed a respected and proprietary process to project economic and fiscal impacts of sports complexes for sports tournaments and events. These analyses are used for determining spending and employment generated by those events and activities. This process has been used for multiple assignments in the State of Wisconsin.

Baseline Assumptions - Our model will develop variables for visitor spending, promoter spending, attendee origin, and other information. From our previous feasibility work and collection of additional secondary data, Johnson Consulting will have the necessary information on event attributes and attendee origin, attendee length of stay, percent of attendees who will likely stay overnight, and other significant variables.

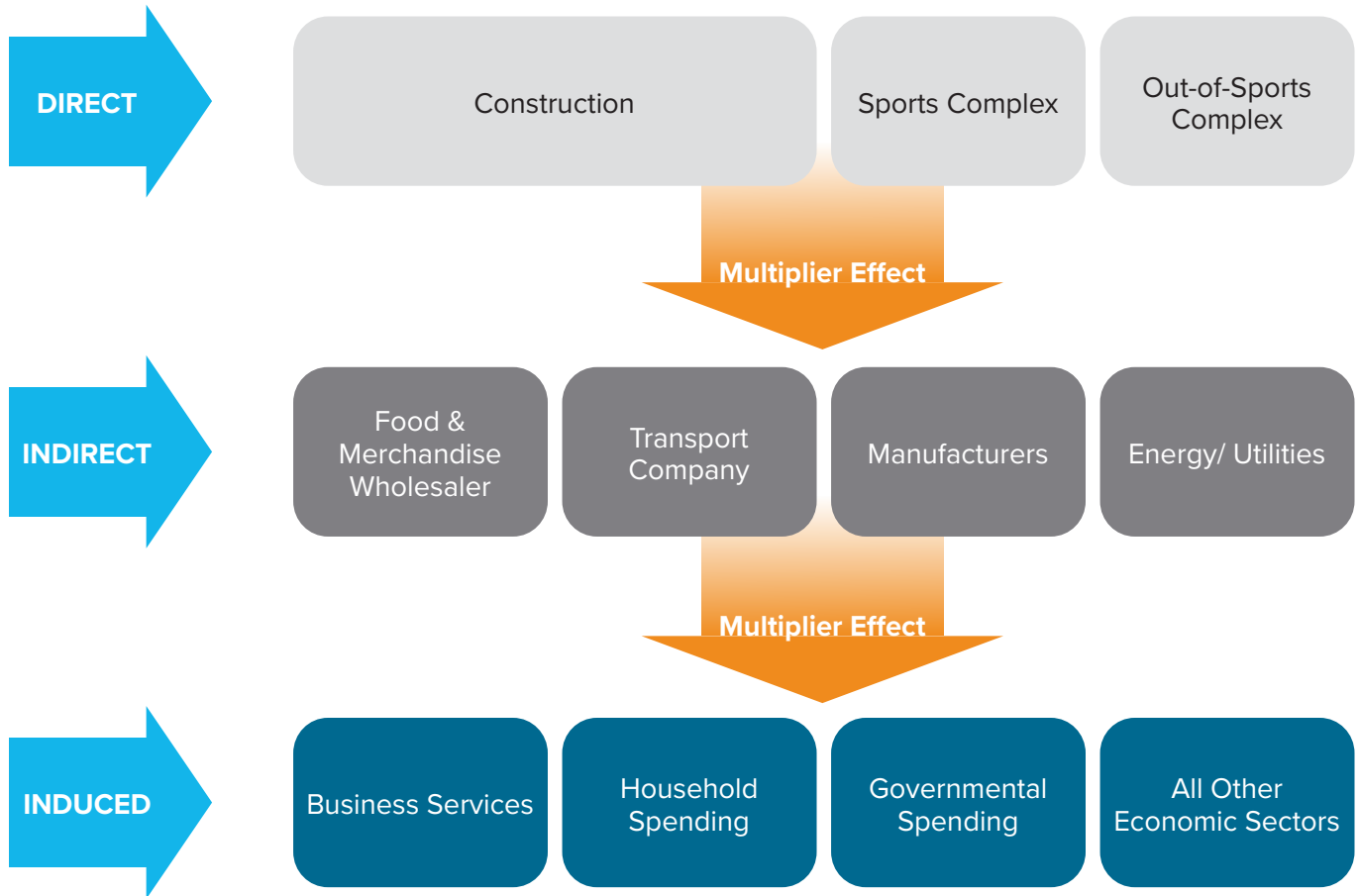
Based on the above information, Johnson Consulting will develop an economic impact summary that will include:

- **Direct Spending Estimates** - The analysis will estimate the direct spending of residents and visitors, including annual operations, and capital improvement expenditures, for use in the projections.
- **Economic Impact Analysis** – To estimate indirect spending, employment and earnings generated by the direct spending outlined above, Johnson Consulting will utilize the multipliers from various local or internationally accepted economic impact models (IMPLAN). This will yield information on indirect and induced spending, employment and wages at various governmental levels.
- **Fiscal Impact Analysis** – The fiscal impact analysis will estimate tax dollars returned to State, County, and City annually as a result of the proposed soccer complex. Taxes will include, personal income tax, accommodations fees, sales tax, hospitality tax, and other major taxes levied by the various levels of government. The Consulting Team will also calculate the impact on the hotel/motel industry, local retail, restaurants.

This economic impact analysis measures the effect of direct and indirect/induced business volume and government revenue impacts for throughout the City of Waukesha, Waukesha County, and the State of Wisconsin.

Estimates of economic and fiscal impacts will be made for 12 months of operation. Once the analysis is complete, we will conduct tests to ensure outputs make common sense, in terms of total taxes collected by jurisdiction.

THE MULTIPLIER EFFECT



REPORTS AND MEETINGS

We are noted for the clarity, simple sophistication, and quality of our reports. The following are deliverable products that we will provide to Client representatives:

- **Draft Report:** The Draft Report will include a fully documented findings and recommendations, and will be accompanied by appropriate graphics and presentation material. Following the issuance of the Draft Report, Johnson Consulting will discuss our findings with Client representatives.
- **Presentation:** A PowerPoint presentation detailing our findings and recommendations, to be provided following the issuing of our Draft Report. The presentation will allow WPRF to communicate highlights of the study in a concise manner.
- **Final Report:** A fully documented Final Report and Executive Summary addressing all Client comments and refinements will be provided. The report will be suitable for print and digital use.

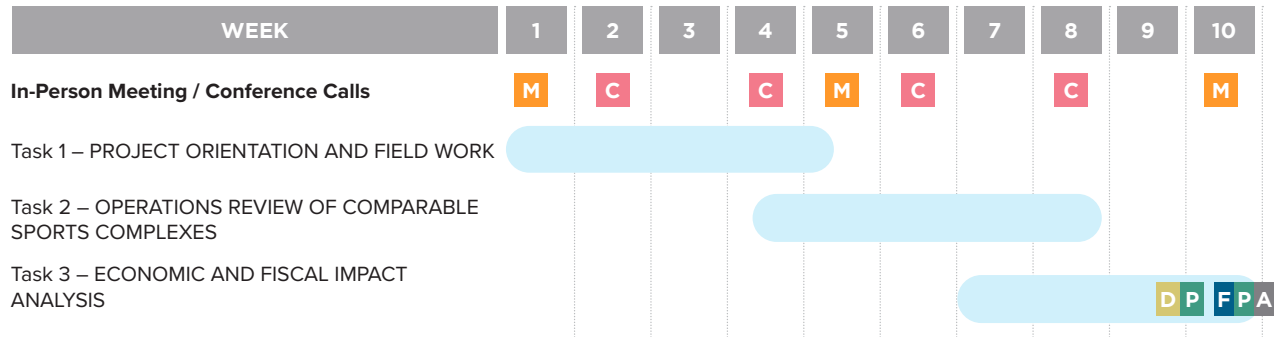
We have budgeted for a minimum of two formal meetings – at kickoff, and a final workshop to present the findings and recommendations of our study. Our staff will also be in the market to conduct fieldwork, interviews, and focus group meetings, at other points during the study process. We will be available for meetings and workshops during these fieldwork trips and via conference calls at other times throughout the study period.

Johnson Consulting will meet and exceed all of the Client's requirements and expectations relating to this study. We will achieve this by working closely with Client representatives, in person and through regular conference calls, to ensure the timely delivery of a study that accurately meets the needs and requirements of the Client and addresses all relevant questions and concerns that arise during the study period. We truly look forward to the opportunity of serving you.

PROJECT SCHEDULE/TIMELINE



PROJECT SCHEDULE/TIMELINE



* Project will be complete no later than 8/13

- C** Conference Calls
- M** Meeting/Workshop
- D** Draft Report
- F** Final Report
- P** Presentation
- A** Acceptance of Final Report

* Schedule is tentative and subject to change

FEE SCHEDULE/COSTS



FEE PROPOSAL

Task	Fees
Work Program	
Task 1 – Project Orientation and Fieldwork	\$1,500
Task 2 – Operations Review of Comparable Sports Complexes	\$3,500
Task 3 – Economic and Fiscal Impact Analysis	\$15,000
Total Anticipated Fee Budget	\$20,000
Maximum Expense Budget*	\$2,000
Total Fixed Project Budget	\$22,000

The Johnson Consulting Team proposes a total fee of \$22,000 according to our proposed scope of work. Based on our extensive past experience providing similar services to city governments, we believe that this level of analysis will provide the data and recommendations the City of Waukesha will require to make the most informed decisions and advance the implementation of the strategic objectives.

Our expenses will be capped at \$2,000 and we will only bill as they occur. Expenses will include data purchase, report reproduction, telephone and messenger service, travel and lodging, and miscellaneous costs. We will submit progress bills at monthly intervals during the engagement.

We are prepared to commence work at your request and will complete the project in the time frame stated in this proposal.

ADDITIONAL SERVICES

As with all of our clients, we welcome the opportunity to tailor our approach to meet the specific needs of our client. If we are fortunate enough to be engaged, the Johnson Consulting Team proposes to meet with the City to review our scope of work / approach. If there are changes, we would adjust our fees accordingly. If during the course of study or after, a further investigation is requested and/or required to provide additional data for recommendations, it will be charged based on hourly rates presented below:

Position	Hourly Rate
Project Executive	\$350
Senior Consultant/ Project Director	\$275
Project Consultant	\$200
Administrative Support	\$85

JOHNSON CONSULTING MISSION STATEMENT

Johnson Consulting is committed to providing governments, developers, and not-for-profits with real estate market and financial analysis and project implementation support for urban and destination-oriented projects.

We guide our clients through organizational advancement by way of best-practice advisory services.

We promote the following values through our work: objectivity, independence, economic pragmatism, and social responsibility.



**JOHNSON
CONSULTING**

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