

Amendment to Consulting Services Contract

City of Waukesha – Ayres Associates, Inc.

This Amendment amends the Consulting Services Contract between the City of Waukesha and SAA Design Group, Inc., dated February 4, 2015. All of the terms and conditions of the Consulting Services Contract remain in effect and unchanged, except as specifically amended by this Amendment.

Recitals

The City of Waukesha, referred to herein as the City, entered into a contract for the creation of a Park and Recreation System Master Plan with SAA Design Group, Inc. After the execution of the contract, Ayres Associates, Inc., acquired SAA and assumed the Consulting Services Contract, as Consultant.

The City and Ayres now wish to amend the Consulting Services Contract, to update to the existing City of Waukesha Parks and Open Space Plan and integrate other related plans to create a unified plan for use in pursuing CAPRA National Accreditation. The revised scope of work will include site visits and analysis of all city-owned parks, public engagement, policy review, recommendations, and integration of a five-year CIP budget table.

Therefore, the City and Ayres agree as follows:

1. **Scope of Work.** In addition to the Work described in Section 1 of the Consulting Services Contract, the following additional Work shall be performed by Consultant:
 - a. **Task One – Site Analysis.**
 - i. Conduct background research and data collection. Acquire and review existing plans, reports, and maps related to the project.
 - ii. Attend kickoff meeting with City staff (Meeting #1). This meeting will address topics including:
 - a) Goals and objectives.
 - b) Mission statement.
 - c) Priorities.
 - iii. Establish project timeline and schedule public meeting dates.
 - iv. 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:
 - a) Recreational facilities.
 - b) Amenities.
 - c) Site access and connectivity.
 - d) Linear greenspaces and green infrastructure.
 - e) ADA accessibility.
 - f) Safety issues.

- g) Environmental impacts (drainage, noise abatement, wetlands, etc.).
- v. Create and administer online survey instrument and Community Comment portal.
- vi. 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.
- vii. 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. Public engagement will include a facilitated discussion about hopes and concerns as well as collection of written comments.
- viii. Deliverables for Task One (delivered electronically in PDF or native file format as requested):
 - a) 1 summary memo from kickoff meeting.
 - b) 1 updated project timeline.
 - c) 1 summary memo from public meeting.
 - d) Preliminary facility inventory matrix.
 - e) Digital site photographs.
 - f) Field notes and observations.
- b. Task Two – Preliminary Plan Development.**
 - i. Analyze City staff and public input results.
 - ii. Create plan maps and identify zones of strengths and weaknesses. Maps may include:
 - a) Existing Park and Open Space System.
 - b) Park Service Areas.
 - c) Needs Assessment (demographic patterns, etc.).
 - d) Proposed Park System Plan.
 - iii. Conduct a level of service distribution comparison in coordination with local and regional entities.
 - iv. Formulate preliminary recommendations to include:
 - a) Promotion and education.
 - b) Facilities and operations (including strategies for barrier-free access, ADA compliance).
 - c) Environmentally sustainable practices.
 - d) Surplus or shortage property strategies.
 - e) Programming and facility type gaps.
 - f) Maintenance cost vs. revenue/service benefits.

- v. Conduct benchmark and industry standards analysis.
 - vi. Attend review meeting with City staff and Parks Commission (Meeting #4).
 - vii. Prepare preliminary draft plan and associated graphics.
 - viii. Present preliminary draft plan to City staff and Plan Commission (Meeting #5).
 - ix. Deliverables for Task Two, which will be sent electronically in PDF or native file format unless otherwise noted, include:
 - a) 10 (11"x17") preliminary plan maps.
 - b) 1 (8.5"x11") preliminary recommendations memo.
 - c) 1 (24"x36") printed set of mounted presentation materials.
 - d) 1 PDF format set of presentation materials.
 - e) 1 PowerPoint format presentation on CD.
- c. **Task Three – Final Plan Development.**
- i. Update recommendations based on feedback from City staff, Plan Commission, and Parks commission.
 - ii. Formulate cost estimates for proposed improvements and options.
 - iii. Establish implementation timeline and priority table.
 - iv. Create a 5- to 10-year capital improvement plan for the park system with cost projections for development, maintenance, and acquisition.
 - v. Identify new opportunities and develop potential funding strategies.
 - vi. Prepare final draft report documents to include all graphic plans and relative character images.
 - vii. Present final plan to Plan Commission and Common Council (Meeting #6).
 - viii. Communicate on regularly (biweekly minimum) with City staff via conference call and/or email.
 - ix. Deliverables for Task Three include:
 - a) 10 (8.5"x11") Final color Park and Open Space Plans including fold-out maps and graphics.
 - b) 1 compact disk or DVD containing PDF of all plan materials, site photos, and meeting minutes.
- d. **Assumptions.** Existing basemap information will be provided by the City in digital format (CAD/GIS). All existing utility information and previous planning studies will be provided by the City to Ayres. Topographic survey and geotechnical investigations are not included in this scope. Printing of additional plans will be the responsibility of the City. Meeting locations will be reserved and noticed by the City. The Consultant shall develop a Master Plan for development of parks within the City, including the following specific items.

2. **Time for Completion of Work.** The additional Work added by this Amendment shall be completed by Consultant within four months of the date of the execution of this Amendment, subject to reasonable delays for unforeseeable conditions beyond the Consultant's control.
3. **Fees, Terms of Payment.** In addition to the fee stated in section 4 of the Consulting Services Contract, the City shall pay Consultant for the additional Work added by this Amendment Twenty-Nine Thousand Six Hundred Seventy-Eight Dollars (\$29,678.00), payable within 30 days after completion of the Work required by this Amendment.
4. **Additional Services.** Any additional services not listed in Section 1 of this Amendment that are requested by City shall be charged to the City on a time and materials basis, as agreed upon in advance, in writing, by the Parties.

Consultant: Ayres Associates, Inc.

 Blake Theisen, Project Manager
 Date: _____

 Bruce Morrow, Group Manager
 Date: _____

City of Waukesha

Attest:

 Shawn N. Reilly, Mayor
 Date: _____

 Gina L. Kozlik, City Clerk
 Date: _____

To certify that funds are available to pay the City's obligations:

 Richard L. Abbott, Finance Director
 Date: _____