

**City of Waukesha
Consulting Services Contract**

Project Name: Parks Master Plans

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and the following Consultant:

Consultant name: SAA Design Group, Inc.
Authorized Representative of Consultant:
Consultant address: 101 East Badger Road, Madison, Wisconsin 53713
Consultant telephone: (608) 255-0800
Consultant email:

Recitals

The City published a Request for Proposals, referred to as the RFP, for consulting services in connection with the Project named above. 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 develop a Master Plan for development of parks within the City, including the following specific items.
 - a. **Task One – Inventory and Analysis.**
 - i. Assemble and review basemap materials provided by the city.
 - ii. Meeting Number 1: Kick-off meeting and visit sites to review existing conditions, set goals, budget expectations, limitations, timeline, and design direction.
 - iii. Complete basemap, site analysis drawings, and summary memo.
 - iv. Review local and regional park plans and prepare usage analysis of national, regional, and local trends.
 - v. Creation of project specific public discussion web portal.
 - vi. Deliverables for Task One:
 - a) One 8.5" x 11" summary memo from kick-off meeting
 - b) One digital photo log
 - c) One 8.5" x 11" summary of site analysis
 - d) One summary memo from public open houses

b. Task Two – Park Programming

- i. Facilitate 2 public open houses (Meetings 2 and 3) to gather design direction input. Meetings will be highly interactive and utilize various input gathering techniques.
- ii. Formulate design program statement for each park. A summary memo will be prepared and include proposed design character and preferred recreational elements.
- iii. Deliverables for Task Two:
 - a) One 8.5" x 11" preliminary program statement
 - b) Reports for each park
 - c) One 8.5" x 11" public meeting minutes
 - d) One public meeting graphics in digital format

c. Task Three – Master Plan Development

- i. Formulate preliminary park design for the park sites, two to three concepts each. Designs shall comply with ADA requirements and parameters set forth by city staff.
- ii. Develop summary memo for each concept to include preliminary cost estimates.
- iii. Meeting Number 4: Review workshop with city and steering committee to go over preliminary plans. The plan documents will be transmitted electronically to the client prior to the meeting.
- iv. Refine concept plan alternative drawings into final Master Plan graphics. Plans will include amenity layout, landscaping patterns, access and connectivity.
- v. Update cost estimates.
- vi. Prepare summary report of design process, graphics, and commendations. Develop implementation and phasing strategy and diagram. This task also outlines permitting requirements.
- vii. Meeting Number 5: Review meeting with city and steering committee to go over final plans. The plan documents will be transmitted electronically to the client prior to the meeting.
- viii. Meeting Number 6: Public informational meeting (PIM) to unveil plan drawings and take public comment.
- ix. Meeting Number 7: Review meeting with city staff to go over final plans. The plan documents will be transmitted electronically to the City prior to the meeting.
- x. Meeting Number 8: Attend Plan Commission and Park Board Meeting (or other public forum) to present final plans and estimates for approval.
- xi. Deliverables for Task Three:
 - a) Four 11" x 17" preliminary plan drawings
 - b) Four 8.5" x 11" preliminary cost estimates
 - c) Four 24" x 36" final plan drawings
 - d) Ten 8.5" x 11" Summary Reports, including all Meeting Minutes and Graphics, PDF of Final Master Plans, and CD/DVD with digital project files

2. **Time for Completion of Work.** The Consultant shall complete the Work no later than July 31, 2015, substantially according to the schedule shown on Exhibit 1 attached hereto. Delays which are the result of circumstances beyond the control of the Consultant shall extend the completion date by the period of the delay, provided the Consultant resumes performance of the Work as soon as circumstances allow, in good faith.
3. **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.
4. **Fees, Terms of Payment.** Consultant shall charge for services on a time and materials basis, and under no circumstances shall the total amount paid by City to Consultant pursuant to this Contract exceed Thirty-Two Thousand Three Hundred Thirty-Seven Dollars (\$32,337.00), unless expressly, mutually agreed upon in writing by the Parties. Consultant shall invoice City as the Work progresses, but no more frequently than every 30 days. All invoices and statements shall be payable net 30 days.
5. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work.
6. **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.
7. **Insurance.** At all times during Consultant's performance of the Work, Consultant shall maintain in force a policy of public liability insurance, and a policy of professional errors and omissions insurance, each with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate, issued by an insurer licensed to do business in Wisconsin. Consultant shall provide City with a copy of the policies or other satisfactory proof of coverage upon request.
8. **Indemnification.** Consultant shall indemnify and hold the City, and the City's officers and employees, harmless from any and all damages, causes of action, judgments, obligations and all other liabilities arising from or connected in any way with the Consultant's performance of the Work.
9. **Integration.** This Contract constitutes the agreement of the parties formed by the City's RFP and the Consultant's responsive proposal; however, in the event of any conflict between the RFP, Consultant's proposal, and this Contract, this Contract shall control. Reference may be made to the RFP and Consultant's proposal only for interpretation in the event of an ambiguity in this Contract. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.
10. **Relationship of Parties.** The City and the Consultant are independent contractors, and this Contract shall not be construed to create a partnership, joint venture or any other relationship creating vicarious liability or authority for either party to bind the other to contract.
11. **Notices.** Notices to the Consultant shall be mailed to the address shown in the preamble to this Contract. Notices to the City shall be mailed or personally delivered to the attention of Ron Grall, Director, Waukesha Department of Parks, Recreation and Forestry, 1900 Aviation Drive, Waukesha, Wisconsin 53188.
12. **Corporate Authorization.** The person executing this Contract on behalf of the Consultant represents and warrants that he or she is duly authorized to do so, and that this Contract is a binding obligation of the Consultant.
13. **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 judgment is taken against the breaching party, then such actual costs of enforcement will be added to the non-breaching party's judgment.

- 14. **Amendments.** No amendments, additions, or changes of any kind to this Contract will be valid unless in writing and signed by all of the parties to this Contract.
- 15. **Severability.** If any term of this Contract is unenforceable under law for any reason, 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 shall be so severed, and the remainder of this Contract shall remain in effect and enforceable.
- 16. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. The parties agree that if a lawsuit is necessary with respect to this Contract, it will be filed in the Circuit Court for Waukesha County, Wisconsin. The parties consent to personal jurisdiction in Wisconsin, and waive all jurisdictional defenses.

Consultant: SAA Design Group, Inc.

Print name: _____
Title: _____
Date: _____

Print name: _____
Title: _____
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: _____

Exhibit 1 - Work Schedule

