



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee: Finance Committee	Meeting Date: 9/30/2025
ID Number: ID#25-02192	Ordinance/Resolution Number (if applicable):
Department Submitting: Community Development	Submission Date: 9/17/2025
Agenda Item Title: Review and possible action on the Artscape Placemaking Plan Contract with Damon Farber for the Riverwalk and Riverfront Street	

Issue Before the Council: Review and act on the contract with Damon Farber for the Riverwalk Artscape Placemaking Plan in the amount of \$17,940
Options & Alternatives: The Finance Committee could approve as recommended, request additional information from the consultant, or deny the contract.
Additional Details: <p>The City of Waukesha intends to develop an Artscape Placemaking Plan along the Riverwalk and Riverfront Street in Downtown Waukesha. This area is located along the Fox River between Barstow Street and Madison Street. The City was looking for firms that could provide an Artscape Placemaking Plan that would include art, lighting options, street furniture, and an interactive art experience. The City has recently begun implementing the Friedman Alley Placemaking Plan and the Council approved the final Williams Street Placemaking Plan earlier this year. An Artscape Placemaking Plan was outlined for the Downtown as part of the 2012 Central City Master Plan.</p> <p>The City received eleven (11) Requests for Proposal's (RFP's) from firms in Wisconsin, Illinois, Minnesota, and Pennsylvania. After reviewing the RFP's and conducting interviews with four (4) of the firms, city staff selected the proposal from Damon Farber Landscape Architects. Damon Farber has worked on similar projects including Downtown Duluth, Water Works in Minneapolis, and a public art strategy for US Bank Stadium. Damon Farber has a great background in art related projects and a vision that can bring the Riverwalk along Riverfront Street to life.</p>



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Damon Farber's proposal came in just under the \$18,000 budget and the City will pay the consultant a flat fee of \$17,940 upon completion of work. The work will be completed by December 21, 2025. The work includes the Artscape Placemaking Plan and will also provide a final report that summarizes the project and final design, and an estimated cost per element in the design. The contract has been drafted and approved by the City's Attorney's office.

What is the Strategic Plan Priority this item relates to:
People-Centered Development

What impact will this item have on the Strategic Plan Priority?
The Artscape Placemaking Plan will focus on Capital Improvements on new and existing mobility and accessibility infrastructure, neighborhood cohesiveness, culture and recreational spaces, and transportation improvements.

Financial Remarks:

Funds will be paid from TID 17 to Damon Farber in a flat fee for the amount of \$17,940 from account number 8117.52190.

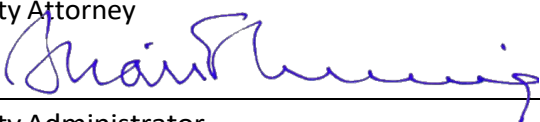
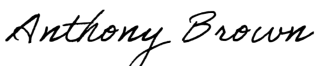
Executive Recommendation:

Staff recommends approval for the contract with Damon Farber for the Riverwalk Artscape Placemaking Plan in the amount of \$17,940. Approval from the Finance Committee will send this forward to the City Council for Final Approval

Suggested Motion:

I move to approve the Artscape Placemaking Plan Contract with Damon Farber for the Riverwalk and Riverfront Street in the amount of \$17,940

Reviewed By:

Finance Director	Date Reviewed
City Attorney 	Date Reviewed 17 Sep 2025
City Administrator 	Date Reviewed 09/18/2025

Consulting Services Contract
City of Waukesha – Damon Farber Landscape Architects, Inc.
Artscape Placemaking Design Services

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, referred to herein as the City; and Damon Farber Landscape Architects, Inc., 25 West Main Street, Suite 500, Madison, Wisconsin 53703, 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 design services for placemaking along Riverfront Street and the Riverwalk along the Fox River in downtown Waukesha.

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 this Contract for the Project.

The Consultant is willing to perform the required services, and to accept the award of this Contract for the Project.

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

1. **Scope of Work.** The Consultant shall develop and deliver to the City an artscape placemaking design and criteria for Riverfront Street to include art, lighting options, street furniture, interactive art experiences and other art-related design features, as set forth in the City's RFP and the attached Schedule A – Scope of Work, which is incorporated into this Contract by reference. This is referred to herein as the Work.
2. **Standard of Work.** Consultant will perform its services according to generally-accepted industry practices and standards, and in compliance with all applicable professional standards, codes, regulations, and laws.
3. **Payment.** The City shall pay Consultant a total fee of \$17,940.00 for the Work, upon delivery of the final deliverables to the City. Consultant shall invoice City, and payment terms shall be net 30 days. Additional work mutually agreed-upon by the Parties shall be at the hourly rates shown in Schedule A. All fees are inclusive of all labor, materials, equipment, and other costs necessary in completing the Work. All fees are also inclusive of all administrative services, billing preparation, computer charges, mileage, meals, lodging, printing, plotting, copying, faxing, phone bills, and other similar administrative expenses.
4. **Subcontractors.** The Parties acknowledge that Consultant may engage subcontractors for the performance of the Work. Consultant shall be solely responsible for payment to subcontractors, and the fees stated in section 3 shall be inclusive of all amounts payable to subcontractors. Consultant shall indemnify City from claims for payment from subcontractors, including liens.
5. **Term.** This Contract commences on the last date of execution by the Parties, and all Work shall be completed no later than December 31, 2025.
6. **City Obligations.** City shall provide Consultant with all materials in its possession reasonably requested by Consultant for the performance of the Work, and shall in good faith provide whatever other assistance Consultant reasonably requests.
7. **Ownership of Work Product.** All materials produced in the performance of this Contract shall be the sole property of the City.
8. **Changes.** This Contract, including Schedules, can be amended only by the written mutual agreement of the Parties.
9. **Indemnification.** Consultant shall indemnify and hold the City and its officials and employees harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind proximately caused by Consultant's negligent performance of the Work, but only to the extent of

the proportion of such liabilities caused by the negligent performance; and from any liabilities arising from Consultant's reckless, wanton, or intentional misconduct; including court costs and actual attorney fees.

10. **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 this Contract. Policies shall be occurrence, and not claims-made, policies, except for professional errors and omissions. Consultant shall obtain an endorsement to the general liability policy 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. Excess liability-umbrella, \$5,000,000 per incident.
 - c. Worker compensation, statutory requirements.
 - d. Professional liability-errors and omissions, \$2,000,000 aggregate, with extended-reporting period endorsement.
11. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of this Contract for no less than 7 years after completion, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to third-party disclosure pursuant to Wisconsin's Open Records Law.
12. **Cooperation by City.** The City shall cooperate with the Consultant in the performance of this Contract, and shall respond timely to all reasonable requests for information and access.
13. **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.
14. **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.
15. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of this Contract unless expressly agreed by the City.
16. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform this Contract, may not be assigned by the Consultant without the City's written consent.
17. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:

To the City: Attention: Robin Grams
City of Waukesha Department of Community Development
201 Delafield Street
Waukesha WI 53188
rgrams@waukesha-wi.gov

To Consultant: Attention: Jodi Refsland
Damon Farber Landscape Architects, Inc.
25 West Main Street, Suite 500
Madison, WI 53703
jrefsland@damonfarber.com

18. **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.
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. **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.
21. **Confidentiality; Public Records.** All documents created pursuant to this Contract, and all documents delivered to the City, are public records, will not be confidential, and will be subject to disclosure to the public under Wisconsin's Open Records law.

City of Waukesha

By Shawn N. Reilly, Mayor

Date: _____

Attested by Katie Panella, City Clerk

Date: _____

To certify that funds are provided for payment:

Joseph P. Ciarro, Director of Finance

Date: _____

Damon Farber Landscape Architects, Inc.

By Jodi Refsland, Associate Principal

Date: September 19th, 2025

Schedule A

Scope of Work

TASK 1 – PROJECT INITIATION (3 WKS)

Our team begins each project by listening. This initial step ensures that our efforts align with community priorities and past planning work to build on what has already been accomplished. Using this information, we will assemble materials that serve as the foundation for site analysis and design.

Specific tasks include the following:

- > Conduct kickoff meeting with City staff to confirm project goals, schedule, and stakeholder engagement approach.
- > Collect and review all relevant background materials, including past plans and studies.
- > Assemble base maps to support analysis and design development.

Task 1 Deliverables: Meeting notes, basemaps

TASK 2– RESEARCH, INVENTORY, & ANALYSIS (4 WKS)

Our design team will dig in to observe, research, and document current conditions, with a particular focus on public spaces, cultural assets, and underutilized areas such as Freedman Alley. Drawing on our experience with similar waterfront and placemaking projects, we will research to identify relevant policies, design approaches, and programming ideas. This research will inform the development of potential themes rooted in Waukesha's identity and values and generate materials which to be shared with City staff and stakeholders for review and input.

- > Complete a site visit to document existing conditions, map key features, photograph Freedman Alley, and note cultural or artistic elements.
- > Conduct precedent research on effective placemaking and public art strategies.
- > Identify potential placemaking themes informed by site context and community identity.
- > Develop an Inventory & Opportunities document with potential placemaking sites for client and stakeholder review.

Task 2 Deliverables: Analysis map, Precedents, Themes, and Opportunities package

TASK 3– PRELIMINARY PLACEMAKING PLAN (6 WKS)

Based on our research and feedback, we will develop preliminary concepts for art installations, amenity standards, and interactive features that activate the riverfront and celebrate community identity. Public art, interpretive and engaging amenity options, opportunities for economic catalyst and other identified features will demonstrate potential themes, include siting recommendations, and establish criteria for artist selection and implementation of features. Preliminary materials will be assembled for a community presentation for feedback and refinement. Specific tasks include the following:

- > Develop draft concept for art, lighting, furnishings, and interactive features, including preliminary public art themes, locations, and criteria.
- > Prepare a preliminary cost estimate for proposed placemaking elements.
- > Draft initial guidelines and considerations for public art procurement.
- > Review draft plan with City staff (virtual) and present to stakeholders (in person) for feedback.

Task 3 Deliverables: Preliminary/ Draft placemaking plan, preliminary cost estimate, public meeting attendance

TASK 4 – FINAL PLACEMAKING PLAN (6 WKS)

Incorporating community and stakeholder input, we will refine all design recommendations into a cohesive and illustrated Final Placemaking Plan, with cost estimation and phasing where appropriate. We will package all materials in a clear, actionable format and submit the final plan to the City for approval and future use. Key tasks include the following:

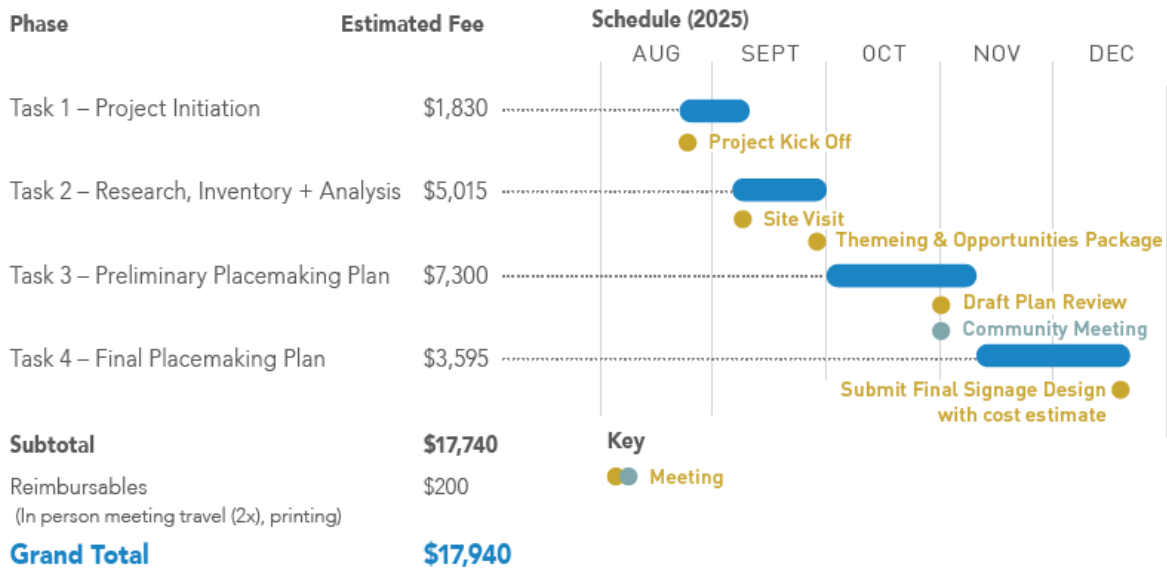
- > Refine concepts and prepare the Final Placemaking Plan document.
- > Finalize cost estimates for all recommended features.
- > Submit complete final package to the City for approval.

Task 4 Deliverables: Final placemaking plan and cost estimate

FEES COMPENSATION AND SCHEDULE

Our team is confident and excited to deliver a unique Artscape and Placemaking Plan for Waukesha's Riverwalk and Riverfront Street. Estimated base fees and timeline to complete the proposed work plan outlined in this proposal are listed below per work task. We are flexible and happy to make refinements or adjustments as needed to best suit your needs.

PROFESSIONAL FEES



STANDARD HOURLY RATES

Additional services, if required, will be billed at standard hourly rates and submitted for approval prior to additional work.

- > Principal Landscape Architect (Refsland): \$195.00/Hr
- > Senior Associate (Blaseg): \$165.00/Hr
- > Associate (Peterson): \$130/Hr
- > Landscape Designer: \$115.00/Hr