

Consulting Services Contract
City of Waukesha – Damon Farber Landscape Architects, Inc.
Wayfinding 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 bicycle and pedestrian wayfinding.

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 perform the services described in 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 \$57,961.00 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 B. 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 KL Engineering, Inc., will be a subcontractor 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, 2026.
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: Melissa Lipska
City of Waukesha Parks, Recreation, and Forestry Department
1900 Aviation Drive
Waukesha WI 53188
mlipska@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. Ciurro, Director of Finance

Date: _____

Damon Farber Landscape Architects, Inc.

By (print name) Jodi Refsland

Title: Associate Principal

Date: 2025.07.15

By (print name) _____

Title: _____

Date: _____

Schedule A - Scope of Work

WORKPLAN

This work plan details the strategy for development of a city-wide wayfinding system for Waukesha's bicycle and multi-use trails that will enhance navigation, safety, and accessibility with signage meeting ADA, State, Federal, and City standards, along with relevant design guidelines. The final deliverable will provide a construction ready signage package that will foster clearer connectivity and strengthen identity of the city's trail network for all to enjoy.

Task 1 – Project Initiation

1.1 Kick-off Meeting (virtual)

- > This initial meeting is meant to assess the anticipated scope of work, project timeline, communications approach, and outline of deliverables. Discussion will include review of signage types and project limits.

1.2 Site Orientation Tour

- > We will kick off the project with a broad driving and biking tour that allows project staff to observe the trail corridors and existing trailheads, and gain insights into its current condition and context. Following this initial tour, we will organize more targeted site visits focused on specific segments as required.

1.3 Inventory & Analysis

- > Gather and review existing trail information and GIS data to understand existing signage (audit) and connectivity, and to identify gaps and opportunities for signage development, trailhead improvements, connectivity to key destinations.
 - > A. Existing Conditions Data Collection & Integration. Gather existing R/W data and utility data, and other various data layers available from City and County GIS sources for use in sign layout design. Integration of existing trails, signage, and topographic features will be used to identify areas of visibility and accessibility concerns.

- > B. Identification of Key Destinations: We will pinpoint major points of interest along the trail, including parks, City destinations, historical sites, and access points.
- > C. Regulatory Requirements Reviews: Review gathered data and observed conditions with respect to standard requirements- Wisconsin Bicycle Facility Design Handbook, Americans with Disabilities Act Accessibility Guidelines, State and Federal requirements, City of Waukesha Standard Construction Specifications, and NACTO Urban Bikeway Design Guide.

1.4 Prepare Signage and Wayfinding Analysis Summary

- > Summarize observations, inventory, and analysis into a clear graphic format to inform signage plan development.

Task 1 Deliverables

- > Final Work Plan and Project Schedule
- > Meeting notes and written status updates (provided through all tasks)
- > Site Orientation Tour
- > Signage and Wayfinding Analysis Summary

Task 2 – Preliminary Design: Signage Design Package (Preliminary Signage Plan, Branding, & Use Guidelines)

2.1 Preliminary Signage Plan

Building upon the inventory and information gathered in Task 1, we will craft a signage plan utilizing a shared online GIS map.

This collaborative effort with City staff will involve the following steps:

- > A. Preliminary Signage Plan Development : Determine key signage types and location guidelines to define general signage types, uses, and typical locations. Collaboratively, we will determine the appropriate types of signage



needed at key locations, considering factors such as visibility, user flow, and linkages to key destinations.

- > B. Preliminary Signage Schedules: Based on the locations identified, we will prepare a preliminary signage schedule to begin quantifying signage throughout the network.
- > C. Preliminary Messaging Schedule: Our team will develop a draft messaging schedule, including destinations, destination amenities, directional arrows, and mileage. This spreadsheet will be shared as an interactive online document, allowing seamless collaboration among team members and county staff. This platform will enable participants to add comments, suggest revisions, and track changes in real-time, enhancing communication and efficiency.
- > D. Meeting- Review Preliminary Signage Plan (Virtual): Together with City staff, PRFB, and Building and grounds committee, we will review the early analysis summary.



2.2 Preliminary Branding Concepts & Design Guidelines

To develop a suite of cohesive signage and wayfinding elements that enhance City of Waukesha trail network. We will prepare a signage design package consisting of the preliminary plan and schedule, distinct signage and wayfinding types, and branding and use guidelines that will support final design, implementation, and future signage and wayfinding growth. Key tasks include:

- > A. Theming and Identity Exploration: Our team will investigate branding and interpretive theme opportunities that resonate with the City of Waukesha.
- > B. Preliminary Signage Design & Branding Options: We will develop branding concept options, including for interpretive signage, to be shared for City / Stakeholder feedback. Options will explore materiality, form, and demonstrate graphic style of potential themes for the signage and wayfinding suite of signage types. Interpretive content and graphics to be provided by the City.
- > C. **Meeting-** Review Preliminary Branding Options (virtual): Review preliminary signage branding and design guidelines with City Staff/ PRFB/ and key stakeholders. The goal of this meeting is to select a preferred theme and branding direction.

2.3 Signage Design Package refinement

Based on feedback from review meetings, we will refine the signage plan, preferred signage design and prepare a signage design package document capturing signage types and branding including:

- > general design of the signs
- > logos or images
- > font and text size and font style
- > materials and Colors
- > types of Posts – material and size

Signage package will also capture general use guidelines for typical application.

2.4 Cost Estimate

We will develop preliminary cost estimates for each signage type and estimated quantities based on preliminary signage schedule. This early estimate can support preliminary budgeting approval for fabrication.

2.5 Meeting- Signage Plan (In-Person)

We will present the final signage design package with City Staff/ PRFB for approval into final design.

2.6 Meeting- Presentation to Public (In Person)

Following approval by the City, our team will prepare exhibits, attend, and assist the city in presenting the final signage design package to the general public.

**If the city wishes to conduct the public presentation earlier as a form of public input on potential branding and concept options and signage locations, this meeting can be shifted earlier in the workplan.*

Task 2 Deliverables

- > Signage Design Package: Preliminary Signage Plan, Signage Types, Branding and Use Guidelines.
- > Meeting notes and written status updates (provided through all tasks)
- > Preliminary Cost Estimate

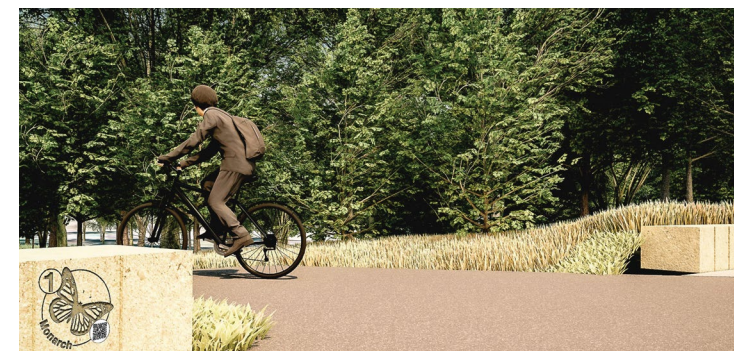
Task 3 – Final Design: Construction Document Production

Upon approval of the Preliminary Design we will prepare final design documents for future bidding of signage fabrication and installation.

3.1 Develop Final Design Documents

Our team will prepare Final Design documents including 50% , 90% and 100% plan submittals for design and quality control. All work will comply with City standards. Specific tasks include the following:

- > A. Develop construction signing and location plans
 - > Plans will be developed using Civil 3D.
 - > Plans will be provided for review in PDF format on 11"x17" sheets.
 - > Anticipated plan content includes:
 - > Sign Installation Construction Detail sheet(s)
 - > Sign layout plan sheet(s)
 - > Sign plate detail sheet(s)
- > B. Complete updates to 50% plan based on one comprehensive review plan set from City prior to 90% submittal.
- > C. Complete updates to 90% plan based on one comprehensive review plan set from City prior to final submittal.
- > D. Construction documents will include plans and final messaging schedule.



3.2 Prepare Technical Specifications

Our team will prepare technical specifications for signage with the 90% plan submittal.

Complete updates to 90% technical specifications based on one comprehensive review document from City.

3.4 Meeting- Final Design Coordination (In Person)

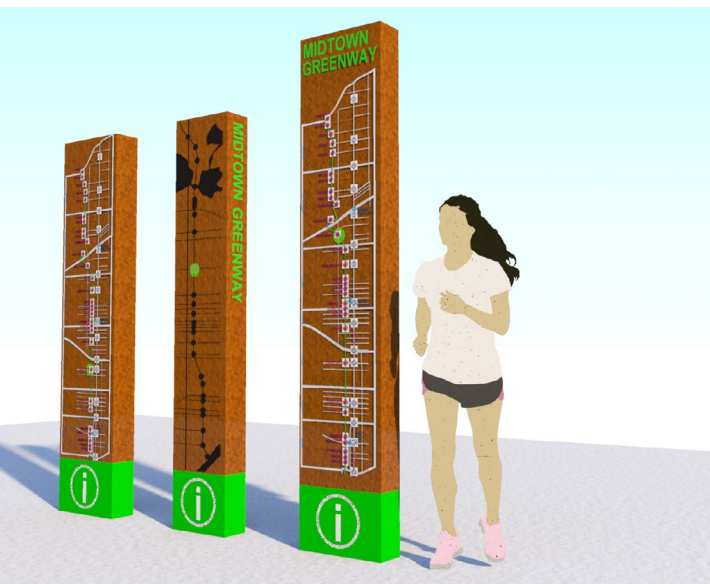
We will present the final design for review with PRFB and integrate feedback into final documents.

3.5 Meeting- Final Design Presentation (in person)

We will present the final design at Common Council.

Task 3 Deliverables

- > Final Design Intent Documents and technical specifications, for use in project bidding
- > Cost Estimate
- > Meeting notes and written status updates (provided through all tasks)



ADDITIONAL SERVICES (SEPARATE FEE)

Task 4 - Bidding & Construction Administration

4.1 Bidding Administration- Answer questions, issue addenda *Assumes all other BA to be handled by City (posting, pre-bid, opening)

4.2 Attend Preconstruction Meeting

4.3 Review Shop Drawings & Submittals

4.3 Respond to ASI/ RFI

4.5 Review Pay Applications

4.6 Site Visits (Ea)

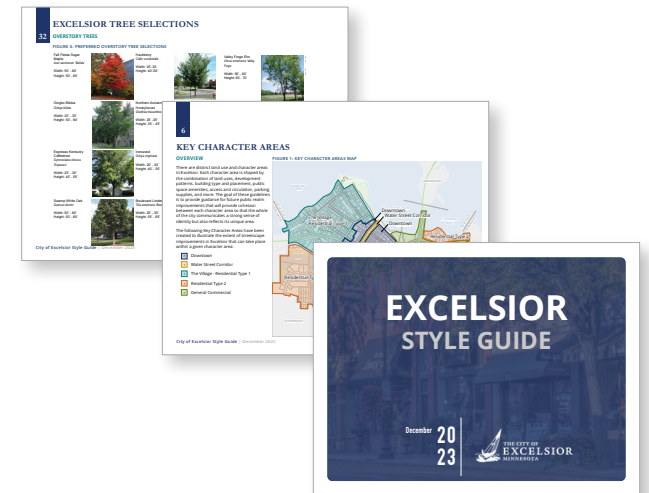
4.7 Substantial Completion/ Punchlist Visit

Task 4 Deliverables

- > Final Punchlist

City Responsibilities

- > Overall coordination and contact with interested departments and key stakeholders.
- > Lead outreach and engagement with key stakeholders (Waukesha Bike Alliance, Rails-to-Trails Conservancy, Route of the Badger, etc.), including facilitation of public meeting.
- > Provide necessary City file templates, standards, and specifications for use by consultant.
- > Collaborate with the consultant to identify key decision points, destinations, and locations of signs, and kiosks throughout the trail network.
- > Collaborate on the messaging schedule for the sign plan, including destinations, destination amenities, directional arrows, and mileage.
- > Final review of the signage design, layout and messaging schedule.



- > Share existing information including available existing signage data, topographic survey, trail routes, utility, right of way and other available GIS data.
- > Provide front end specifications for bid documents.
- > Manage construction and installation.
- > Participate in site visits (as req'd)
- > Provide feedback/ comments, offer project direction, and participate in regular project meetings and check-ins
- > Interpretive Signage Content

Items outside the scope of this proposal include:

- > Street pavement striping
- > Field survey
- > Digger's Hotline planning tickets for mapping and field location of utility lines
- > Bike facility design

Schedule B - Fees

SCOPE OF WORK & CORRESPONDING PROFESSIONAL FEES			
TASK	TOTAL HOURS		FEE
1 Project Initiation + Inventory and Analysis			
Kick Off Meeting: Verify goals & schedule, approach and engagement overview, signage types &			
1.1 project limits (virtual)	7	\$	995.0
1.2 Site Orientation and Analysis Tour: Bike & driving tour; review current trailheads, routes, contex	29	\$	4,830.0
Inventory & Analysis: Existing Conditions Data Collection & Integration, Identification of Key			
1.3 Destinations, Regulatory Requirements Review	37	\$	4,534.0
Prepare Signage & Wayfinding Analysis Summary: Document Observations, identified key nodes, key			
1.4 destinations, with recommendations for trailheads/ edits (diagrams)	33	\$	3,615.0
Subtotal	106	\$	13,974.0
Preliminary Design- Signage design package (Preliminary Signage Plan, Branding, & Use			
2 Guidelines)			
2.1 Preliminary Signage Plan			
A	Preliminary Signage Plan Development: Prepare preliminary signage plan: Document key destinations, Identify Trailhead locations, intersections & nodes		
	27	\$	3,294.0
B	Preliminary Signage Schedules: Determine key signage types and location guidelines: Define general sign types, uses, & typical locations (signage schedule- general		
	13	\$	1,911.0
C	Preliminary Messaging Schedule: Prepare preliminary messaging schedule		
	13	\$	1,684.0
D	Meeting- Review Preliminary Signage Plan (Virtual): Review analysis, preliminary signage types & locations with City & stakeholders (1 meetings (City Staff, PRFB) (virtual		
	8	\$	1,131.0
2.2 Preliminary Branding Concepts & Design Guidelines			
A	Theming and Identity Exploration: Investigate branding and interpretive theme opportunities (include themes in meeting above, gauge preferences)		
	8	\$	1,180.0
B	Preliminary Signage design & Branding Options: Develop branding concept options, prepare graphics for city/stakeholder feedback & input		
	42	\$	5,360.0
C	Meeting- Review Preliminary Branding Options (virtual): Review preliminary signage branding and design guidelines with City Staff/ PRFB (1 meeting, include updates from Task 2.1 as required) (Virtual)		
	4	\$	575.0
Signage Design Package refinement: Refine signage plan, preferred signage design and prepare			
2.3 signage design package (Signage types, branding, use guidelines	54	\$	6,940.0
2.4 Cost estimate: Determine ROM costs for each signage type	9	\$	1,142.0
Meeting- Signage Plan: Present final signage design package with City Staff/ PRFB for approval into			
2.5 final design (1 meeting) (In- Person)	8	\$	1,380.0
2.6 Meeting- Presentation to Public: Assit City Staff in present final signage design package (In Person	4	\$	720.0
2.7 Project Management & Coordination: Internal team coordination meetings, project administrator	20	\$	2,952.0
Subtotal	210	\$	28,269.0
3 Final Design			
3.1 Develop Final Design Documents			
A	Develop construction signing and location plans (50% Final Signage Plan: prepare final plan map of signage location & signage schedule (location & type table/ spreadsheet)		
	39	\$	4,860.0
B			
	39	\$	4,860.0
3.2 Prepare Technical Specifications	10	\$	1,467.0
3.3 Cost Estimate: Prepare Final ROM Cost Estimates	4	\$	521.0
3.4 Meeting- Final Design Coordination: Present Final Design Review to PRFB (in-person		\$	1,380.0
3.5 Meeting- Final Design Presentation: Present final plans to Common Council (in person	8	\$	1,380.0
Subtotal	100	\$	14,468.0
Task 1-3 Subtotal		416	\$ 56,711.0
Estimated Reimbursable Expenses (mileage (# Trips), Printing)			\$ 1,250.0
TOTAL PROJECT FEE			\$ 57,961.0
4 Additional Services- Bidding & Construction Administration			
Answer bidder questions, issue addenda			
4.1 (*Assumes all other BA to be handled by City (posting, pre-bid, opening)	10	\$	1,650.0
4.1 Preconstruction Meeting- Overview of project requirements	1	\$	165.0
4.2 Review Shop Drawings & Submittals	16	\$	2,640.0
4.3 Respond to ASI/ RFI	8	\$	1,320.0
4.4 Review Pay Applications	4	\$	660.0
4.5 Site Visits (Ea)	14	\$	2,210.0
Subtotal	43	\$	6,995.0
5 Additional Services- Add Value (ala carte)			
5.1 Additional Site Visit (1 team member)		\$	1,310.0
5.2 Public Engagement - Online survey & Summary		\$	4,760.0
5.3 Public Engagement - Additional Event/ Open House		\$	1,180.0

Hourly Rates

Hourly Rates	
Damon Farber Landscape Architects	
PRINCIPAL LANDSCAPE ARCHIECT (Jodi Refsland)	\$ 180.00
SENIOR ASSOCIATE (Andrew Montgomery)	\$ 165.00
ASSOCIATE (Jordan Van Der Hagen)	\$ 130.00
LANDSCAPE DESIGNER	\$ 115.00
KL Engineering	
PROJECT LEADER I (Josh Mercier)	\$ 165.00
SENIOR TECHNICIAN II (Jenni Lauer)	\$ 85.00
DISCIPLINE LEADER	\$ 190.00
TECHNICIAN I	\$ 113.00
ENGINEER I	\$ 90.00