

**CITY OF WEST ALLIS
AMENDED PROCEED ORDER #4**

TO: **PARKITECTURE + PLANNING, LLC**
DATE: **JANUARY 17, 2024**
PROJECT: **LIBERTY HEIGHTS PARK PAVILION – CONSTRUCTION DESIGN & MANAGEMENT SERVICES**

In accordance with Resolution No. R-2024-0022 and the Agreement for Professional Services dated as of July 15, 2020 (the "Agreement"), you are directed to proceed with work on the Project as outlined below:

Work: See attached Scope of Services dated January 11, 2024
Estimate: \$50,000.00
Schedule: Work to commence immediately. To be completed as part of the Basic Services under the Agreement.

This Proceed Order, including any attachments, is incorporated into the Agreement. All work defined in this Proceed Order and payment therefor shall be performed in accordance with the terms and conditions of the Agreement, unless otherwise modified herein. Any modification(s) of this Proceed Order is subject to approval and acceptance pursuant to the Agreement.

Issued: DocuSigned by:
By: Patrick Schloss
53D6A3E5449A45E...
Title: Executive Director
Date: 1/17/2024

Received and Approved:
By: Blake Theisen
DF41D2F127834DD...
Title: Blake Theisen
Date: 1/17/2024

ATTACHMENTS:
Scope of Services

COMPTROLLER'S CERTIFICATE
Countersigned this 1/17/2024,
and I certify that the necessary funds have been provided to pay the liability that may be incurred by the City of West Allis under this Contract.

DocuSigned by:
Jason Kaczmarek
FF6AD1194F98440
Jason Kaczmarek
Finance Director/Comptroller

Scott/City –Proceed Order-Form

I/c/c-Parkitecture-Amended WO#4 (1-17-24)

January 11, 2024

Patrick Schloss
Economic Development Director
City of West Allis
7525 W. Greenfield Ave.
West Allis, WI 53214



Dear Patrick:

It is with great respect that I present this amendment proposal for our current design contract for Liberty Heights Park Shelter.

During the schematic design phase of the project, there was a significant amount of redesign effort spent on the iterative evolution for the building based on public input and staff /district requests. Additionally, the project was shelved for approximately 18 months and the remainder of our original rates/fees established in early 2022 are now out of date and insufficient to complete the intended scope.

The second cause for contract amendment includes the addition of Construction Administration Services as outlined in the following page.

For the above described additional scope items, we are requesting a contract modification of \$50,000.

Thank you very much for the opportunity!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Blake Theisen', is positioned above the printed name.

Blake Theisen, PLA, ASLA
Principal

Parkitecture + Planning

901 Deming Way, Suite 201
Madison, WI 53717

E blake@parkitecture.org
P 608.886.6808

SCOPE OF SERVICES

Construction Administration (Post Design) assistance shall include the following:

- Attend pre-construction meeting with General Contractor and selected subs.

- Attend regular construction meetings (12 assumed).

- Review submittals and shop drawings for design elements of the project.

- Monitor contractor compliance with issued permits and contract documents.

- Review contractor pay requests.

- Conduct periodic drone flights of project area for progress photography.

- Complete final walk-through and punch list at completion of project.

- Provide closeout documentation at completion of project (contractor as-builts).

Deliverables:

Final project deliverables will include the following:

- Agendas and Minutes from all construction progress meetings
- Digital Progress Photos
- Final Punch List

Responsibilities of Owner and Others

The City shall conduct any abatement testing within the building prior to demolition. Ordering of soil borings and infiltration testing by owner, Parkitecture will assist with coordination.

Proposed Fee Amendment

For completion of the scope of services presented above, our proposed fee amendment is a lump sum of **\$50,000**

The fees identified above shall be fixed unless substantial changes in the scope of work occur. P+P shall notify Client of substantial changes to the agreed upon scope of work and obtain approval prior to commencement of additional work.

Acceptance below signifies a notification to proceed with the scope outlined above.

Accepted by:

Date:

City of West Allis

TERMS AND CONDITIONS

Payment Terms

Progress invoices will be sent monthly or as otherwise discussed for work completed; payment of invoices is due within 30 days after receipt. Parkitecture + Planning (P+P) shall reserve the right to stop work or withhold deliverables until payment is current.

Reimbursable Expenses

Reimbursable expenses will be billed at cost plus five percent (5%) unless otherwise included in the fixed fee. Mileage shall be charged at the current Federal rate unless otherwise included in the fixed fee.

Ownership of Documents

Upon the making of final payment, as required by this Agreement, the Client shall assume ownership of the deliverables as described above. Use of the documents without further involvement of P+P shall be at the sole risk of the Client. The Client shall defend, indemnify and hold harmless P+P, sub-consultants, and the agents, officers, Principals, and employees of each from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any dispute resolution process, arising out of or resulting from such use of the documents.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and P+P, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of P+P. This applies to any and all allegations, claims, losses, costs, damages of any nature, or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of P+P shall not exceed the total fee for services rendered under this contract.

Authorization and Notice to Proceed

Signing of this document signifies an agreement to the fees and serves as authorization to commence work. If the terms in this fee proposal are acceptable, please sign and return one a signed copy to P+P.

Schedule

Work provided under this Agreement shall commence upon receipt of a signed copy of this document. P+P shall work with Client to meet specified deadlines within a reasonable expectation.

Client's Responsibilities

Client shall provide P+P with all relevant information for the project including but not limited to program statement, prior design files, subsurface exploration information, utility plans, current survey documents (AutoCAD format), and any other past planning documents. Client will review incremental progress documents and provide feedback to P+P in a timely manner. Client shall bear responsibility for any costs and or loses arising from discovery of unforeseen conditions or inaccuracies of existing condition documents.

**CITY OF WEST ALLIS
RESOLUTION R-2024-0022**

**RESOLUTION TO APPROVE A CONTRACT WITH PARKITECTURE PLANNING,
LLC, FOR CONSTRUCTION DESIGN AND MANAGEMENT SERVICES FOR A
NEW LIBERTY HEIGHTS PARK PAVILION IN THE AMOUNT NOT TO EXCEED
\$50,000**

WHEREAS, the City has interest in construction a new Liberty Heights Park Pavilion;
and,

WHEREAS, the City entered into a contract with Parkitecture Planning, LLC, for
design and historic review of the Pavilion under Resolution R-2022-0310; and,

WHEREAS, in order to finalize plans, staff recommend amending the existing
contract with Parkitecture Planning, LLC, in an amount not to exceed an additional \$50,000,
in order to assist the City with construction and design; and,

WHEREAS, the project budget is estimated to be about \$1.4 million dollars with a
majority of the funds from the Community Development Block Grant Program (CDBG) and
the work associated with the attached Scope will be paid by CDBG.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of
West Allis as follows:

1. That the Executive Director of the Economic Development Program, or his designee, is
authorized to enter an amended contract with Parkitecture Planning, LLC for construction
design and management services for the construction of a new Liberty Heights Park Pavilion,
in an amount not to exceed an additional \$50,000.
2. That additional \$50,080 be and is hereby appropriated from the 2022 Community
Development Block Grant (CDBG) Program.
3. That the City Attorney be and is hereby authorized to make such non-substantive changes,
modifications, additions and deletions to and from the various provisions of the Contract,
including any and all attachments, exhibits, addendums and amendments, as may be necessary
and proper to correct inconsistencies, eliminate ambiguity and otherwise clarify and
supplement said provisions to preserve and maintain the general intent thereof, and to prepare
and deliver such other and further documents as may be reasonably necessary to complete the
transactions contemplated therein.

SECTION 1: **ADOPTION** “R-2024-0022” of the City Of West Allis
Municipal Resolutions is hereby *added* as follows:

ADOPTION

R-2024-0022(Added)

PASSED AND ADOPTED BY THE CITY OF WEST ALLIS COUNCIL JANUARY 16, 2024.


	AYE	NAY	ABSENT	ABSTAIN
Ald. Vince Vitale	_____	_____	X	_____
Ald. Ray Turner	X	_____	_____	_____
Ald. Tracy Stefanski	X	_____	_____	_____
Ald. Suzzette Grisham	X	_____	_____	_____
Ald. Danna Kuehn	X	_____	_____	_____
Ald. Thomas Lajsic	X	_____	_____	_____
Ald. Dan Roadt	X	_____	_____	_____
Ald. Rosalie Reinke	X	_____	_____	_____
Ald. Kevin Haass	X	_____	_____	_____

Attest

Presiding Officer



 Rebecca Grill, City Clerk, City Of
 West Allis



 Dan Devine, Mayor, City Of West
 Allis

