

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was shelved for approximately 18 months and the remainder of our original rates/fees established in early 2022 are now out of date and insufficient to complete the intended scope.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](mailto: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.