AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of February 8, 2024, between Town of Oak Creek, P.O. Box 128, 129 Nancy Crawford Blvd, Oak Creek, CO 80467 (OWNER) and Ayres Associates Inc., 3665 JFK Pkwy, Bldg. 2, Suite 100, Fort Collins, CO 80525-3152 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services to/for the South Routt County Partners Housing Needs Assessment and Land Use Codes Intuitive review and as described in Attachment A (hereinafter called the Project).

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below.

The following Attachments are attached to and made a part of this Agreement.

Attachment A - Scope of Services, consisting of 4 pages.
Attachment B - Period of Services, consisting of 1 page.
Attachment C - Compensation and Payments, consisting of 5 pages.
Attachment D - Terms and Conditions, consisting of 2 pages.
Attachment E - Insurance, consisting of 2 pages.

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Town of Oak Creek		Ayres Associates Inc
OWNER		CONSULTANT
	(Signature)	
Nikki Knoebel	(Typed Name)	
Mayor	(Title)	
	(Date)	
	(Attest)	
David Torgler	(Typed Name)	
Town Administrator/Clerk	(Title)	

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated February 8, 2024 between Town of Oak Creek (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER on the Project to which this Agreement applies, including professional consultation and advice, and duties and responsibilities as provided below.

1.1.2 South Routt County officials are seeking a consultant to develop a Housing Needs Assessment. It is expected that the Housing Needs Assessment incorporates and provides any update needed to bring the information contained in the Market Context Summary related to housing current. The goal is to identify specifically where and how the housing market is not meeting the current and future needs of the residents and local workforce throughout South Routt County in terms of product, location and pricing and steps to implement an action plan. The towns of Oak Creek and Yampa are participating in the State of Colorado, Department of Local Affairs (DOLA) Proposition 123 program and have both been given certified commitments, which includes an affordable housing calculation.

Tasks include, but are not limited to the following:

- Consultant will meet with the County and municipal policymakers, staff and housing stakeholders (builders, realtors, South Routt County school district, local emergency service providers, local business owners, local medical staff and residents) to identify and clearly understand the need for affordable, attainable, workforce housing and working with the South Routt County partners to establish the intended goals and outcomes for the Housing Needs Assessment;
- Update, refine and build upon the Yampa Valley Housing Authority's housing needs assessments completed in the past, and other relevant local and regional housing studies and reports;
- Information contained in the Housing Needs Assessment will include, but is not limited to:
    - Demographic and Economic Framework
    - Housing and Land Inventory
    - Housing Market Conditions
    - Housing Challenges and Opportunities
    - Housing Gaps and Estimated Need
    - Community Resources and Financial Tools including Land Inventory (vacant land, infill opportunities, empty homes and dilapidated residential structures, vacant community owned properties)
    - Defining affordability based on current local population, e.g., what can the County's residents afford to pay for housing?
    - A comparison of what does the proposed density look like in the Housing Strategy Action Plan compared to what exists today?
- Land Use Codes reviewed for completion of a Housing Strategy Action Plan that will assist the County and municipal officials to prioritize and implement strategies to create the different types of housing suitable for various income levels and workforce types that may include:
    - Incentives that would generate interest in building housing units on County/Town owned and/or private property by private investors;
    - Regulations, policies and programmatic changes that should be considered for adoption to diversify the housing stock needed across target areas;
    - Identification of where existing infrastructure can provide opportunities to provide new housing;

- Resource allocation and funding opportunities and strategies to address identified housing gaps, e.g., rental, senior, teacher/town employees, public safety employees and managers, medical service providers, local business employees/owners and/or family housing units;
- Identification of existing buildings that could be rehabilitated or repurposed to address housing needs and demand;
- Outline a five (5) year implementation plan for workforce housing development.
- Provide information County/Town officials can use that will meet criteria sought by state and federal housing programs that provide local government grants to develop workforce housing, utility and road infrastructure.

The partners request that the consultant further define and develop this scope as necessary to achieve the overall objectives.

ARTICLE 2 - ADDITIONAL SERVICES

2.1 Services Requiring Authorization in Advance

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Attachment C.

2.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of information furnished by OWNER.

2.1.3 Services resulting from significant changes in the general scope, extent or character of the Project including, but not limited to, changes in size, complexity, OWNER's schedule, or method of financing; and revising previously accepted studies, reports, or documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's control.

2.1.4 Providing renderings or models for OWNER's use that are not provided pursuant to the Scope of Services or as stated herein this Agreement.

2.1.5 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.6 Furnishing services of independent professional associates and subconsultants for other than Basic Services; and providing data or services of the types described in paragraph 3.4 when OWNER employs CONSULTANT to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.7 Services during out-of-town travel required of CONSULTANT other than visits to the site or OWNER's office as required by Basic Services.

2.1.8 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.9 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.3.6).

2.1.10 Additional services in connection with the Project, including services which are to be furnished by OWNER as listed below, and services not otherwise provided for in this Agreement.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

3.2 Place at CONSULTANT's disposal all available pertinent information including previous reports and any other relevant data that the Owner has knowledge of and is in the Owner’s possession.

3.3 Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following, all of which CONSULTANT may use and rely upon in performing services under this Agreement:

3.3.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; including appropriate professional interpretations.

3.3.2 Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies.

3.3.3 Property, boundary, easement, right-of-way, topographic and utility surveys.

3.3.4 Property descriptions.

3.3.5 Zoning, or equivalent, deed and other municipal land use restriction(s).

3.3.6 Other special data or consultations not covered under Basic Services and Additional Services when known by the Owner and in the Owner’s possession.

3.4 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement upon advance notice by CONSULTANT.

3.5 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, financial/municipal advisor, and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7 Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, as required for the Project:

3.7.1 Accounting, bond and financial advisory (including, if applicable, “municipal advisor” services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

3.7.2 Legal services with regard to issues pertaining to the Project, for the benefit of this project, as OWNER requires or CONSULTANT reasonably requests.

3.8 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a hazardous environmental condition or any other development that affects the scope or timing of CONSULTANT's services, or any defect or nonconformance in CONSULTANT's services.

3.9 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 or other services as required.

3.10 Bear all costs incident to compliance with the requirements of Article 3 for the not-to-exceed cost as stated in Article 5 and as otherwise agreed to in writing by the CONSULTANT and OWNER.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated February 8, 2024 between Town of Oak Creek (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required, including extra work and required extensions thereto. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.
.
4.2 The services called for in the Study and Report Phase will be completed and the Report submitted within _192_ days after written authorization to proceed which will be given by OWNER within thirty days after CONSULTANT has signed this Agreement.

4.3 CONSULTANT's services under each phase of this Agreement shall each be considered complete at the earlier of (1) the date when the submissions have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted as agreed to by the OWNER and CONSULTANT.

4.5 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, CONSULTANT may, after giving fourteen (14) days' written notice to OWNER, suspend services under this Agreement.

4.6 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be subject to change which shall be agreed to in writing by the OWNER and CONSULTANT.

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated February 8, 2024 between Town of Oak Creek (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

5.1.1 Basic Services. OWNER shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:

5.1.1.1 An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.1.2 CONSULTANT's Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached to this Attachment C as Appendices 1 and 2, respectively.

5.1.1.3 The total compensation for services under paragraph 5.1.1 shall not exceed $131,496.10 without written agreement between the OWNER and CONSULTANT based on the following assumed distribution of compensation:

5.1.1.3.1 CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.

5.1.1.3.2 The total estimated compensation for CONSULTANT's services included in the breakdown by phases as noted herein incorporates all labor, overhead, profit, Reimbursable Expenses, and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.2 Additional Services. OWNER shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.2.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, paragraph 2.1 (except for services as a consultant or witness under Attachment A, paragraph 2.1.9), an amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.3 Reimbursable Expenses. OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services at cost.

5.1.4 Amounts Billed. The amounts billed for CONSULTANT's services will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants.

5.1.5 Annual Adjustments. The Standard Hourly Rates Schedule will be adjusted annually (as of January) and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

5.2 Payments

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.

5.2.3 Payments Upon Termination. In the event of termination by OWNER under Attachment D, paragraph 7.5, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. In the event of termination by OWNER for convenience or by CONSULTANT for cause, CONSULTANT also shall be entitled to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's independent professional associates and subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Attachment C.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

5.3 Definitions

5.3.1 Reimbursable Expenses. Reimbursable Expenses are in accordance with the Reimbursable Expense Schedule attached to this Article.

AYRES

Reimbursable Expense Schedule (Effective October 01, 2023)

Policy: It's the policy of Ayres Associates Inc that costs associated with equipment and supplies identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual costs and are reviewed/updated annually.

Company-Owned Equipment

ENVIRONMENTAL MONITORING, SAMPLING, TESTING:

FID/PID/OVA	$175.00	Day
Flowmeter	$220.00	Month
Groundwater Sampling	$5.50	Sample
Hydrolift Pump	$5.65	Day
Nuclear Density	$75.40	Day
Soil Sampling	$6.60	Sample
Temp/pH/Conductivity Meter	$8.35	Day
Vapor Sampling	$13.00	Sample
Water Level Meter	$11.15	Day

CONSTRUCTION TESTING AND SAMPLING:

Concrete/Testing Equipment	$95.00	Day

PHOTOGRAMMETRIC AND SURVEYING:

360 Camera	$29.90	Day
Depth Sounder Meter	$605.00	Day
Geospatial Workstation	$6.70	Hour
Drone - Common	$135.00	Day
Drone - Inspection	$940.00	Day
Drone - LiDAR	$1,735.00	Day
GPS	$72.40	Day
High Precision Digital Level	$25.35	Day
Laser/Automatic Level	$38.65	Day
Phase One Camera	$400.00	Day
Terrestrial LiDAR System	$655.00	Day
Total Station (Robotic)	$110.00	Day
True View UAS LiDAR System	$2,855.00	Day

STRUCTURAL ABOVE/UNDER WATER INSPECTION :

Air Tank	$13.75	Tank
NDT/Testing Equipment	$380.00	Day
Resistograph	$320.00	Day

SUBSURFACE UTILITY EQUIPMENT:

Electronic Locating Device	$58.80	Day
VAC Truck	$1,080.00	Day

TRAFFIC DATA COLLECTION:

Miovision Scout VCU	$48.30	Day
Traffic Counter	$69.20	Day

TRANSPORTATION:

All-Terrain Utility Vehicle (ATV/UTV)	$235.00	Day

Rented Equipment

Employee-owned Dive Gear	$15.00	Day
Employee-owned Wet Suit	$10.00	Day
Rental Bucket Lift Truck	$800.00	Day

Meals and Lodging (as of October 01, 2023)

Traveler reimbursement is dependent upon where the project is located, not the accommodations nor where the office is located. Meal and lodging rates are consistent with rates posted on the US Government's Federal Travel Regulations website at: www.gsa.gov/perdiem

The following table shows the breakdown of the Basic (CONUS) rate for lodging, continental breakfast/breakfast, lunch, and dinner. The current CONUS per diem rate is $166 for lodging and meals.

Rate Description	Explanation	Basic Rate Continential U.S (CONUS)
Lodging	Standard Rate (excluding taxes)	$107
M & IE *	Meals and Incidental Expenses per www.gsa.gov website	$59
Rates for meals segregated by type		
	Continental Breakfast/Breakfast	$13
	Lunch	$15
	Dinner	$26
	Incidental expenses **	$5
First & Last Day of Travel (Meals @ 75%)		$44.25

* The meals and indidental expenses (M&IE) rate does include tax and tips in the rate, so travelers will not be reimbursed seperately for those items.

** The Federal Travel Regulation Chapter 300, part 300-3, under Per Diem Allowance, describes incidental expenses as: Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.

Project Location Look-up:

1. Meal and lodging rates differ by location. www.gsa.gov/perdiem
2. For a map of the continental United States go to:
3. Search the projects location by City, State, or Zip Code.
4. Cities not appearing on the website may be located within a county for which rates are listed. www.naco.org
5. To determine what county a city is located in, go to: and choose "County Explorer".

AYRES

Reimbursable Expense Schedule (Effective October 01, 2023)

Vendor Supplies - Actual Cost

Aerial mapping
Aerial Photography
55 gallon drums
Airfare
Aluminum cap domes
Aluminum caps
Asphalt lab test
All terrain vehicles
Audience response devices
Augering devices
Baggage fees
Batteries
Bentonite
Bid notice fees
Binders
Binding
Bluelines/blueprints
Bleach
Boat rental
Boat ramp fees
Boundary posts/markers
Camera
Car rentals/ fuel
Carbon dioxide tubes
Casing
Climbing gear
Computer flash drives
Concrete
Concrete coring
Concrete testing/equipment
Concrete cylinder molds
Corner marker pipe
Data research/services/materials
Decontamination materials
Depth-sounder meters
Disposable bailers
Disposable cameras
Disposable gloves
Distilled water
Dividers and tab stock
Drill bits
Drone
Dry-lock fast plugs
Duct tape
Equipment rental
Fees/permits/licenses titles
Fence posts
Field books
Filler paper
Film/development/photos
Flagging tape
Flags
Flow & FLOW 3D testing equipment
flow meters
Gaskets
Generator rental
Geotechnical testing/lab services
GIS data
Gloves (rubber or cloth)
GPS equipment
Hammer drill & accessories
Haz Matls Site Database Research
Hub flags
Hubs
Hydrolift pump
Ice
Interface probing devices
Internet services, faxes
Lab services, testing, supplies
Laser level
Lath
Legal document costs
Legal notice fees
LiDAR/HD Scanning Equipment
Light rail fees
Locking caps, caps
Locking well caps, well caps
Lodging/extended stay
Locks
Lumber crayons
Magic markers
Maps
Marking paint
Materials testing (cylinders/aggregate)
Meals
Medical monitoring
Medical testing
Meeting room rental
Methanol
Micron filters
Models
Monuments
Multi-spectral scanner
Mylar
Nail marker tabs
Nails
Nuclear Density Meter
On-line access fees
On-line survey research
Oxygen meter
Paper towels
Parking fees
Permit fees
Pipe
Pipettes
Plan fees
Plastic bags
Plastic-coated line
Plats/recording fees
Plots
Polyethylene bailers
Public info meetings/costs
Presentation materials
Printing/Reproduction/Plots
Public notice fees
Publications
Rebar
Recording fees
Reference materials
Research fees
Review Fees
Robotic survey equipment
Rope
Safety equipment
Safety supplies
Sampling Jars
Scans
Sediment sampling
Shelby tubes
Shipping fees
Shipping/postage (mass mailings)
Shuttles and taxis
Smoke bombs
Software – project specific
Soil sample liners
Spatulas
Spikes
Stake chasers
Stake tack
Survey markers
Syringes
T posts
Teflon bailers
Telephone (employee reimb)
Temporary help agencies
Temporary housing/lodging
Testing kits
Tide gauges
Toll fees
Total station
Traffic control/protection
Traffic counting equipment
Traffic data fee
Tubing
Tyvek Suit
Ultrasonic/weld testing
Utility exploration trenching
Vapor sampling
Vellum
Vials
Video recording equipment
Washers
Water filters
Water/Sewer testing equip, sup
Water level recording devices
Well materials
Well seals
Whiskers

APPENDIX 2 - STANDARD HOURLY RATES SCHEDULE

Hourly rates for services performed on or after the date of the Agreement are:

AYRES DEVELOPMENT SERVICES	
Billing Category	**2024 Per Hour Rate**
Senior Specialist IV	$250.00
Senior Specialist III	$240.00
Senior Specialist II	$230.00
Senior Specialist I	$220.00
Senior Professional IV	$210.00
Senior Professional III	$195.00
Senior Professional II	$185.00
Senior Professional I	$175.00
Project Manager IV	$165.00
Project Manager III	$160.00
Project Manager II	$155.00
Project Manager I	$150.00
Project Professional V	$145.00
Project Professional IV	$140.00
Project Professional III/CAD Designer II	$135.00
Project Professional II	$130.00
Project Professional I	$125.00
Junior Professional V/CAD Designer I	$120.00
Junior Professional IV	$115.00
Junior Professional III/Technician IV	$110.00
Junior Professional II/Technician III	$105.00
Junior Professional I/Graphic Designer/ Tech II	$92.00
Administrator/Accounting/ Tech I	$86.00
Admin Assistant/Intern	$78.00

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated February 8, 2024 between Town of Oak Creek (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 7 - GENERAL CONSIDERATIONS

7.1 Standard of Performance

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

7.2 Insurance

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E. is this sufficient?

7.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon 30 days (do you want this to be less) written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.4 Controlling Law

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

7.5 Successors and Assigns

7.5.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 7.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this

paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder. See Article 5.6.1 for subconsultants cost factor.

7.5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

7.6 Dispute Resolution

7.6.1 Negotiation. OWNER and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the dispute resolution provision below or other provisions of this Agreement, or under law.

7.6.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

7.7 Exclusion of Special, Indirect, Consequential, and Liquidated Damages

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this Agreement.

7.8 Limitation of Professional Liability

OWNER agrees to limit CONSULTANT's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of $160,000.00 or CONSULTANT's fee, whichever is greater. In the event that OWNER does not wish to limit CONSULTANT's professional liability to this sum, CONSULTANT agrees to raise the limitation of liability to a sum not to exceed $1,000,000.00 for increased consideration of ten percent (10%) of the total fee or $500.00, whichever is greater, upon receiving OWNER's written request prior to the start of CONSULTANT's services

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated February 8, 2024 between Town of Oak Creek (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following:

Each Accident:	$	100,000
Disease, Policy Limit:	$	500,000
Disease, Each Employee:	$	100,000

8.2 Commercial General Liability

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	$	1,000,000
Products-Completed Operations Aggregate:	$	1,000,000
Personal and Advertising Injury:	$	1,000,000
Each Occurrence:	$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

8.3 Business Automobile Liability

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage, Combined Single Limit:	$	1,000,000

8.4 Umbrella Excess Liability

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	$	1,000,000
Aggregate:	$	1,000,000

8.5 Professional Liability (Errors and Omissions)

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	$	1,000,000
Aggregate:	$	1,000,000

8.6 Valuable Papers

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

8.7 Additional Insured

The OWNER, its officers, officials and employees shall be named primary, non-contributory, additional insureds for each policy provided and the insurer shall provide 30-days advance written notice prior to the cancellation of any policy to the OWNER at the address provided by this Agreement.