

AMENDMENT TO AGREEMENT

Amendment dated January 15, 2024

The Agreement for Professional Services for Construction Site Representation for Municipal Construction Projects 2023-2024 between the City of Waukesha (OWNER) and Ayres Associates Inc, 20975 Swenson Drive, Suite 200, Waukesha, WI 53186 (CONSULTANT) is hereby amended as set forth below.

Scope of work shall be revised to include the following services with the noted staff and at the listed hourly rate on a time and materials basis:

Consultant shall provide, or cause to be provided, on an on-call time and materials basis in 2024 Professional Design services on a project-by-project basis when directed by the City. Services are anticipated to be provided by the staff listed below at the hourly rates. Attached are resumes for staff.

Design staff:


- Brett Glaeser, PE - \$145.00 per hour
- George Sterner, EIT – \$123.00 per hour
- Austin Johrendt, PE – \$145.00 per hour
- David Ranft, EIT - \$ 112.11 per hour
- Andrew Schmitt - \$90.00 per hour
- Scott Maier, PE - \$178.85 per hour
- Michael Payant, PE – \$210.00 per hour
- Trace Hubbard, PE- \$150.00 per hour
- Cody Gorges, PE - \$129.30 per hour
- Alise Stadler - \$123.00 per hour
- Matthew Looby, PE - \$118.50 per hour
- Jim Kerns – \$109.50 per hour
- Matt Schinner – \$97.20 per hour
- Bryce Hennig - \$105.00 per hour

Survey staff:

- PM/PLS Chris Rueten and Brian Glaaszcz - \$140.00 per hour
- Office Point/Project Setup – Nick Schramer and Wade Feiner - \$110.00 per hour

(See attached resumes)

Work shall be completed in accordance with the attached standard terms and conditions. In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

<u>City of Waukesha</u> OWNER		<u>Ayres Associates Inc</u> CONSULTANT
_____	(Signature)	<u>Payant, Mike</u>  <small>Digitally signed by Payant, Mike DN: CN="Payant, Mike" Date: 2024.01.15 14:34:42-06'00'</small>
_____	(Typed Name)	<u>Michael D. Payant, PE</u>
_____	(Title)	<u>Manager – Engineering Services</u>
_____	(Date)	<u>January 15, 2024</u>

Michael Payant, PE

Project Manager



Years of experience: 37

Registrations: Registered Professional Engineer, WI

Certifications: Pipeline Assessment and Certification Program (PACP), National Association of Sewer Service Companies

Education: MBA, Business Administration, Marquette University; BS, Civil Engineering, Marquette University

Mike manages engineering services provided out of the Waukesha office. He has extensive experience in civil engineering for local governments and residential and commercial development – both as a private sector consultant and as a city engineer. Among the areas of expertise, Mike offers our valued clients utility and roadway design and analysis, site development, capital planning, and infrastructure management. His project experience includes stormwater management, erosion control planning and design, infiltration/inflow studies, feasibility studies, facilities planning, industrial park and subdivision development, and providing construction management on municipal roadway and utility reconstruction projects. Mike had obtained his PACP certification and has extensive experience with sanitary sewer lining design and construction.

Select Experience

- West Broadway and East Avenue CMS, Waukesha
- E. Main Street - Nike Drive and Davidson Road Traffic Signal Improvements, Waukesha
- North Street & St Paul Avenue Utility and Street Improvements Construction Observation Services, Waukesha
- Arcadian Ave & Linden St CSR, City of Waukesha
- Barstow Street/Riverfront Street Construction Administration, Waukesha
- Prairie Avenue, Sentry Drive, and West Sunset Drive Utility and Street Improvements and Construction Administration, Waukesha

Brett Glaeser, PE

Civil Engineer



Years of experience: 6

Registrations: Registered Professional Engineer, WI

Education: BS, Civil Engineering, Marquette University

Brett, who joined Ayres in February 2017, provides construction inspection services and assists with the design of sanitary sewer, storm sewer, water main, and roadway reconstruction. Brett has experience working in the public and private sectors, including inspecting water main, sanitary sewer, storm sewer, and paving projects; designing concrete curb, gutter, and sidewalk projects in the field; developing construction review reports; communicating with contractors on the status of projects; using WinSLAMM software for stormwater management plans; and providing survey and staking on street projects.

Select Experience

- North Street & St Paul Avenue Utility and Street Improvements Construction Observation Services, Waukesha
- Arcadian Ave & Linden St CSR, Waukesha
- Barstow Street/Riverfront Street Utility and Street Improvements, Waukesha
- 2023 Waukesha Road Management Project, Waukesha
- Pilgrim Road Water Main Reconstruction, Menomonee Falls
- Sheridan Drive/Menomonee Avenue Water Main, Sanitary Sewer, Storm Sewer, and Street Reconstruction Design and Construction Services, Menomonee Falls
- 2023 Street and Utility Projects, Oconomowoc
- Elm Street, Oak Street, and Roosevelt Design Services, Beloit
- St. Francis & St. Regis Water Main, Menomonee Falls

Austin Johrendt, PE

Civil Engineer



Years of experience: 6
Registrations: Registered Professional Engineer, WI
Education: BS, Civil Engineering, UW-Platteville

Austin joined Ayres in 2017, bringing experience in construction observation and inspection. He provides design and analysis for municipal and site/civil projects. His project experience comprises community park site design, multifamily residential, commercial, and municipal utilities and roadways. As a project manager, he is continuously involved with projects from the initial concept planning phase through design, permitting, and construction. Austin prioritizes building relationships with clients and working with them to achieve the desired outcome. His responsibilities include utility modeling and design, site layout and grading, permitting, and cost estimates. He also provides stormwater pond and site inspections for public and private sites.

Select Experience:

- West Broadway and East Avenue CMS, Waukesha
- North Street & St Paul Avenue Utility and Street Improvements Construction Observation Services, Waukesha
- E. Main Street - Nike Drive and Davidson Road Traffic Signal Improvements, Waukesha
- Barstow Street/Riverfront Street Utility and Street Improvements, Waukesha
- Sheridan Drive/Menomonee Avenue Water Main, Sanitary Sewer, Storm Sewer, and Street Reconstruction Design and Construction Services, Menomonee Falls
- 2023 Street and Utility Projects, Oconomowoc
- St. Francis & St. Regis Water Main, Menomonee Falls
- Garfield Drive Storm, Sewer and Roadway Design Plans, Menomonee Falls

George Sterner, EIT

Design/Construction Engineering



Years of experience: 2
Registrations: Registered Engineer-in-Training, WI
Education: BS, Civil Engineering, Milwaukee School of Engineering

George joined Ayres in 2021, bringing construction observation experience on street, utility, and building sites. He is skilled in Autodesk Civil 3D, AutoCAD, Revit, and VisualAnalysis. George performs a variety of engineering design and construction phase tasks on design projects including commercial site development; local streets; water distribution, treatment, and storage systems; sanitary sewer collection systems; and stormwater collection, storage, and treatment systems. He completes tasks including plan design development, specifications, studies and modeling, project permit submittals, construction observation, and CADD operation.

Select Experience

- North Street & St Paul Avenue Utility and Street Improvements Construction Observation Services, Waukesha
- Prairie Avenue, Sentry Drive, and West Sunset Drive Utility and Street Improvements and Construction Administration, Waukesha
- Pilgrim Road Water Main Reconstruction, Menomonee Falls
- 2023 Street and Utility Projects, Oconomowoc
- St. Francis & St. Regis Water Main, Menomonee Falls
- Garfield Drive Storm, Sewer and Roadway Design Plans, Menomonee Falls
- Sommersfield Subdivision Construction Observation, Menomonee Falls

David Ranft, EIT

Design/Construction Engineering



Years of experience: 1

Registrations: Registered Engineer-in-Training, WI

Education: BS, Civil Engineering, UW-Platteville

David joined Ayres' engineering services staff in 2023. David focuses on the details of construction inspection and administration as well as design on projects including water main, storm sewer, sanitary sewer, and street reconstruction projects, as well as new residential subdivisions. He has experience in AutoCAD Civil 3D, and his communications skills make him a valuable member of project teams.

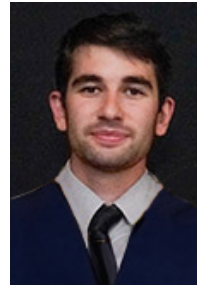
David has experience in the bridge construction industry and in aggregate and asphalt quality assurance testing on roadway projects involving the Wisconsin Department of Transportation. His experience during a previous internship with Ayres included inspecting storm sewer, sanitary sewer, and street construction on the North Street and St. Paul Avenue Utility and Street Improvements project in Waukesha.

Select Experience

- North Street & St Paul Avenue Utility and Street Improvements Construction Observation Services, Waukesha
- Arcadian Ave & Linden St CSR, Waukesha
- West Broadway and East Avenue CMS, Waukesha
- STH 69 (CTH "D" to Pine Row) Construction Services, Dane County
- St Thomas Drive and Highland Court for Construction Services, Menomonee Falls
- St. Stevens Drive and St. Stevens Court Construction Services, Menomonee Falls
- Bella Vista Subdivision Construction Staking & Observation, Menomonee Falls

Bryce Hennig

Civil Engineering



Years of experience: 1

Education: BS, Civil Engineering, UW-Milwaukee

Bryce worked as a Summer intern for Ayres in 2023 and will start full-time after his graduation in December 2023. Prior to his internship at Ayres, Bryce worked as an intern for Waukesha County Public Works where he assisted in a highway expansion project by conducting a topographic and utility survey and drafting in Civil3D. He also inspected highway pavement projects. He is proficient in AutoCAD, Civil3D, and MATLAB.

Select Experience

- West Broadway and East Avenue CMS, Waukesha
- Bella Vista Subdivision Construction Staking & Observation, Menomonee Falls
- St. Stevens Drive and St. Stevens Court Construction, Menomonee Falls
- Town Line Road Watermain, Menomonee Falls
- Sandhill Meadows Subdivision Construction, Menomonee Falls
- 2023 Street Paving & Sidewalk Program, Menomonee Falls
- St. Thomas Drive and High Court Construction, Menomonee Falls
- Shady Lane Water Main Survey & Design, Menomonee Falls
- West Grange Avenue (76th Street to 84th Street) Rehabilitation, Greendale

Andrew Schmitt

Design/Construction Engineering



Years of experience: 1
Education: BBA, Business Administration, UW-Milwaukee

Andrew joined Ayres in 2023 as a technician who provides construction observation on municipal infrastructure projects. He performs quantity measurements and computations, record keeping, contractor pay estimates, contractor progress reviews, materials testing, field staking, and general inspection for municipal road and utility projects. Andrew interprets construction drawings and specifications and checks for conformance with project construction contract requirements. He prepares reports, reviews design standards and code requirements, and conducts field investigation of design problems. Andrew's previous employment with a major construction contractor gives him insight into the challenges on the contractor side of projects.

Select Experience

- Bella Vista Subdivision Construction Observation, Menomonee Falls
- Town Line Road Watermain Construction Observation, Menomonee Falls
- Shady Lane Watermain Survey and Design, Menomonee Falls
- Wheeler Drive - Utilities Construction Observation, Menomonee Falls
- Engineering for 2024 Street Projects, Oconomowoc
- 2022 Malone Park Design, New Berlin
- 2023 Street and Utility Projects, Oconomowoc

Scott Maier, PE

Civil Engineer



Years of experience: 24
Registrations: Registered Professional Engineer, WI, IL, CO, MI, IN, MN
Education: BS, Civil Engineering, Michigan State University

Scott brings nationwide experience that includes developments in more than 25 states. Scott is experienced in design, permitting, construction management, asset management, entitlements, and real estate contracts. He brings a big-picture approach to projects in which he works skillfully with multidiscipline teams including clients, contractors, municipal officials, designers, and financial and legal stakeholders. Scott is known for thinking outside the box to find alternatives, best practices, and cost reductions.

His project experience spans retail, commercial, industrial, multi-family residential, office, and municipal developments. His design expertise includes grading and drainage, paving, and wet utilities.

Select Experience

- Garfield Drive Storm Sewer/Roadway Design Plans, Menomonee Falls
- Site Representation for Private Development Construction 2021-2022, Waukesha
- Madison Avenue Inspections, Waukesha
- East Broadway (CTH D) at STH 59 TIA, Waukesha
- Lawrence School Expansion, Waukesha
- SSM Health Corporate Flood Report, Madison

Brian Glaszcz, PLS

Survey Manager



Years of experience: 15
Registrations: Professional Land Surveyor, WI, FL
Education: AAS, Civil Engineering Technology, Milwaukee Area Technical College
 BS, Industrial Technology, University of North Dakota

Brian is manager of Ayres' Southern Midwest Survey Group. He leads our surveyors in providing our clients responsive service and practical, cost-effective solutions. His 15+ years of experience in survey fieldwork and project management in civil design, commercial development, utility mapping, and terrestrial scanning gives Brian the perspective needed to take a team approach on projects that involve our engineers, landscape architects, and other experts within our multidisciplinary teams.

Brian is an active member and past president of the Wisconsin Society of Land Surveyors.

Select Experience

- Waukesha County Catch Basins Inspection 2023-2025
- Horeb Skate Park Topo, Waukesha
- West Broadway, East Avenue, and Main Street Topo, Waukesha
- 2023 Delafield Street Utility & Street Improvements, Waukesha
- Flood Mitigation Area 5/7 Construction Staking, Waukesha
- West Broadway, East Avenue, and Main Street Topo, Waukesha
- North Street & St Paul Avenue Utility and Street Improvements Construction, Waukesha
- E. Main Street - Nike Drive and Davidson Road Traffic Signal Improvements, Waukesha
- Pilgrim Road Water Main Reconstruction, Menomonee Falls

Chris Ruetten, PLS

Survey Supervisor



Years of experience: 22
Registrations: Professional Land Surveyor, WI

Chris is a project manager in the Southern Midwest Survey Group within Ayres' Geospatial Division. Chris is responsible for overseeing and coordinating unmanned aerial systems (UAS) services in addition to providing traditional survey. He has more than two decades of survey experience, including topographic, boundary, and ALTA surveys, certified survey maps, construction staking, AutoCAD drafting, legal descriptions, subdivision plats, cemetery plats, easement exhibits, and drone and scanning work.

Select Experience

- West Broadway, East Avenue, and Main Street Topo, Waukesha
- North Street & St Paul Avenue Utility and Street Improvements Construction, Waukesha
- Alley Reconstruction Survey, Waukesha
- E. Main Street - Nike Drive and Davidson Road Traffic Signal Improvements, Waukesha
- Engineering for 2023 Street Maintenance Projects, Oconomowoc
- Elm Street, Oak Street, and Roosevelt Design Services, Beloit
- Sheboygan County CTH "LL" Reconstruction

Trace Hubbard, PE

Civil Engineer



Years of experience: 9

Registrations: Registered Professional Engineer, WI

Education: BS, Civil Engineering, Michigan Technological University

Trace joined Ayres' engineering services staff full-time in 2015, bringing experience in the inspection of water main, sanitary sewer, and storm sewer installation. His duties with Ayres include a variety of municipal engineering design and construction phase tasks. Design tasks include infrastructure plan design development, technical specification development, quantity calculations, cost estimates, construction observation, and Civil 3D operation. Construction phase tasks include on-site observation and construction contract administration.

Select Experience:

- Chambers Hill Subdivision Design, Suamico
- South East Avenue (Sunset to Estberg), Waukesha County
- Morris Avenue Reconstruction and Borvan Avenue Sidewalk, Ashwaubenon
- Green Bay Water Utility 2017 Construction Services, Green Bay
- South Campus Utilities, Roadway Reconstruction, and Railroad Coordination, Dayton Street, University of Wisconsin-Madison
- Waldo Blvd Watermain Replacement, Manitowoc
- RAISE Grant Application (Main/ Wells/Stephenson), Marinette

Cody Gorges, PE

Civil Engineer



Years of experience: 5

Registrations: Registered Professional Engineer, WI

Education: AAS, University of Wisconsin-Fox Valley

BS, Civil Engineering, University of Wisconsin-Platteville

Cody, who joined Ayres' civil/municipal engineering staff in 2018, provides construction inspection services and design experience with stormwater management and site development. Design tasks include preparing site plans, storm sewer system design and modeling, culvert design and modeling, completing drainage studies and reports, and the design of stormwater management practices. Construction observation services include water main, sanitary sewer and storm sewer installations, and street and site work.

Select Experience:

- Chambers Hill Subdivision Design, Suamico
- North McCarthy Road Improvements, Grand Chute
- Vanderperren Way Sanitary and Water Replacement, Ashwaubenon
- Fabick Cat Madison Site Civil and Stormwater Services - Stormwater Management Design and Modeling, Madison
- Nicolet College Sanitary and Water Improvements, Rhinelander
- UW-Limnology Lift Station & Force Main Replacement, Madison

Alise Stadler

Civil Engineering



Years of experience: 5

Education: BS, Civil Engineering, University of Wisconsin - Milwaukee

Alise, who joined Ayres in 2018, provides construction inspection services and assists with the design of water supply and distribution systems, sanitary collection systems, storm sewer and pavement installation inspection, quantities measurements, and erosion control inspections. As a civil engineering staff member, Alise assists in the design of municipal and civil engineering projects, including commercial site development, streets, and other public infrastructure. She gathers and analyzes data on municipal and commercial site development projects and prepares reports and permitting submittals.

Select Experience:

- 2023 Street and Utility Projects, Oconomowoc
- Torpy Park Sanitary Sewer Improvements, Minocqua
- Morris Avenue Reconstruction and Borvan Avenue Sidewalk, Ashwaubenon
- 2022 Intersection Improvement, Sidewalk Improvement, Traffic Study Scope, Ashwaubenon
- West Maple Street Design and Bidding, Lena
- Vanderperren Way Sanitary and Water Replacement, Ashwaubenon
- 2020/2021 Street & Utility Improvements Construction Services, Reedsville

Matt Looby, PE

Civil Engineer



Years of experience: 5

Registrations: Registered Professional Engineer, MI

Education: BS, Civil Engineering, Western Michigan University- Kalamazoo

Matt joined Ayres' engineering services group in 2022. He has experience testing construction materials and inspecting foundations, earth retention systems, and concrete-reinforcing steel. At Ayres, Matt observes and inspects construction on projects for installation of water main, sanitary sewer, storm sewer, asphalt paving, quantity measurements, and erosion control. His responsibilities include gathering and analyzing information for the design and permitting stages of municipal and commercial development projects.

Select Experience:

- Paramount Drive Improvements, Stockbridge
- 2022 Intersection Improvement, Sidewalk Improvement, Traffic Study Scope, Ashwaubenon
- 2022 Village Hall Public Safety Parking Lot, Village of Ashwaubenon
- Morris Avenue Reconstruction and Borvan Avenue Sidewalk, Ashwaubenon
- Green Bay Water Utility 2023 Construction - Hickory Hill Drive, Green Bay
- Conceptual Plan for Youth Ballfield and Park, Lena
- Element Way (Oneida Street to Marvelle Way) Reconstruction, Ashwaubenon
- Ludington Street - Civil Services, Marinette
- Mequon Community Foundation – Highland Road Path Design, Mequon
- 2023 Streets and Signals Topographic Survey, Green Bay

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. 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 \$50,000.00 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.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be

required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract 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 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.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (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; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (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 contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: 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 following dispute resolution provision. 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 contract 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 contract prior to exercising other rights under law.

20. 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 contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. California Privacy Rights Act Employer

25. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

26. Notice of Lien Rights: Ayres Associates Inc hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.