



CITY OF ANTIGO

PARKS, CEMETERY AND RECREATION COMMISSION

MEETING

MULTI-PURPOSE ROOM

Monday, August 14, 2023

CITY HALL, 700 EDISON STREET

5:30 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Minutes from April 10, 2023 Meeting
2. Approval to award Ayres-Peaceful Valley Festival Grounds Canopy Professional Services for the Canopy Footings Using Donated Funds in the amount of \$5,300
3. Approval to award Ayres-Lakeside Park Professional Services for Lakeside Park Topographic Survey Services, Design Services, and Bid Specifications, Addenda, and Bid Opening Using Budgeted and Approved CIP Funds in the amount of \$19,500
4. Approval to award Ayres Professional Services for Al Remington Little League Trailhead Topographic Survey Services, Design Services, and Bid Specifications, Addenda, and Bid Opening Using Budgeted and Approved CIP Funds in the amount of \$19,050
5. Approving My Uncles Fireworks LLC and Funding for 2024 Fourth of July Celebration in the Amount of \$13,000

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Cheryl Barta, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: August 09, 2023

TIM KASSIS



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: August 14, 2023
Re: Approval to award Ayres-Peaceful Valley Festival Grounds Canopy Professional Services for the Canopy Footings Using Donated Funds in the amount of \$5,300

Construction of canopy over the raised stage in the Peaceful Valley Festival Grounds will be completed with budgeted funds from Expendable Trust and Timber Sale with the majority of construction completed in-house.

The footings and support post installation will be bid and awarded to a contractor.

I am requesting approval to award Ayres professional services that will provide Topographic Survey Civil 3D, Final Design Plans, and Bid Specifications, Addenda and Bid Opening for the total sum of \$5,300.

We have received a total of \$30,000 in donations for the project. These funds will be used for construction, materials, and Ayres Professional Services.

August 8, 2023

Mr. Mark Desotell
City of Antigo
700 Edison Street
Antigo, WI 54409

Re: Peaceful Valley Festival Grounds Canopy Footings

Dear Mr. Desotell:

Thank you for the opportunity to submit this proposal for professional services related to Peaceful Valley Festival Grounds Canopy Footings. The City would like to coordinate the footings with another project at Lakeside Park. The project will include a contractor supplying vertical support posts, pouring and setting the footing/vertical support posts as shown in the plans supplied by the architect. City staff will be constructing the canopy once the footings and vertical support posts are in place. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The City has budgeted to construct a pavilion structure for the Peaceful Valley Festival Grounds. The City would like Ayres to provide plans and bidding documents for the contractor supplying vertical support posts, pouring and setting the footing/vertical support posts as shown in the plans supplied by the architect.

Scope of Services

Ayres will provide topographic survey, design, and bidding services as follows:

TOPOGRAPHIC SURVEY SERVICES

Topographic Survey

- Create a topographic surface suitable for the placement of the footings and vertical support posts around existing concrete pad.
- Setting of at least two horizontal control points and two benchmarks to aid in future construction.
- Diggers Hotline will be used to have underground utilities marked. Ayres is not liable for incomplete or inaccurate utility markings.
- Private utilities are the responsibility of the Owner.
- Map above ground visible utilities and underground utilities (as marked by others) within the limits of the attached. One attempt will be made to locate these utilities, additional field visits will be considered an extra cost.

DESIGN SERVICES

1. **Project Background review:** Review supplied architectural drawings and calculations from structural designer of the open air pavilion.
2. **Meetings:** The following meetings are anticipated:
 - Kickoff design meeting (virtual)
 - Final Design Review meeting (virtual)
3. **Utility Coordination:** It is assumed that there will be no power needed for the pavilion.

Mr. Mark Desotell – City of Antigo
 August 8, 2023
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4. **Site and Footing Design:** Complete site plan and surface grading design for the footings and vertical posts for the pavilion. Footings will include spot elevations. It is anticipated that no drainage problems are present at the site.
5. **Drafting of Plan Set:** Complete CADD drafting of design plan set. This will be combined with the Lakeside Park plan set and will include Cover Sheet, General Symbols and Abbreviations, General Notes and Project Control and Project Contacts, Existing Utility Locations, Site Grading Plan, and Construction Details. The City will be given time to review and comment on the design plan set at the preliminary design phase and final design phase.
6. **Permits:** NO WDNR NOI permit is anticipated as the area of disturbance will be under 1 acre.

BIDDING SERVICES AND ADMINISTRATION

Ayres will prepare bidding specification documents, including current City specifications, detailed bid tabulation, and construction cost estimate. The City will be given time to review preliminary bidding specifications. These documents will not be considered complete until final approval by the City.

Ayres will also provide bidding services, including posting plans and specifications to QuestCDN.com, providing hard copies to the City as requested, answering contractor questions, facilitating addenda, assisting the City in collections of bids, and managing and attending the bid opening.

Responsibilities of Owner and Others

The Owner shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

Responsibilities of owner are as follows:

1. Review of design plans (at preliminary design phase and final design phase).
2. Review of Bidding Specification Documents

Additional Services

Additional engineering services, which can be provided for agreed-upon fees, may be desired. Such services may include the following:

- 1) Soil borings and soils conditions report
- 2) If a government corner needed to determine the existing right-of-way is not found, was destroyed, or was never set, establishing this corner will be considered an additional service. Similarly, any right-of-way platting, or establishment work can be performed as an additional service.
- 3) Construction Administration, Construction Staking, Construction Observation, and Post Construction Services.
- 4) Civil 3D Surface Model.

Mr. Mark Desotell – City of Antigo
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Time Schedule

Final Design	October 2023
Bidding	October/November 2023
Construction	March 2024-June 2024

Fee

We will perform the above services for a lump sum amount of \$5,300.

Topographic Survey Civil 3D	\$ 1,500
Final Design Plans	\$ 1,700
Bid Specification, Addenda, Bid Opening	\$ 2,100

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until August 31, 2023 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc

Craig R. Schuh, PE
 Manager – Engineering Services, Green Bay

Accepted by Owner:

City of Antigo

Owner's Name

Signature

Name

Title

Date

Attachment: Contract Terms and Conditions

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

24. 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.

25. 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.

Peaceful Valley “Name” Festival Grounds

A Festival Grounds for the Community



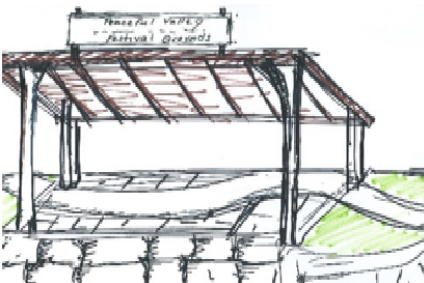
Retractable Awnings & Covered Stage

Create a “Festival Grounds”, which includes a covered stage area and retractable awnings, which provide shade on sunny days and shelter during a rain event.

Potential and Multi-Functional

The covered retractable awning area would allow for bands, performances, shows, markets, and other community events that are beyond the capacity limits of the current pavilion.

The area could also provide for a wedding on the covered raised stage, seating under the Festival Ground awnings, and the reception in the pavilion.





Lights strung under the framework for the retractable awnings will create an inviting scene even with the awnings retracted.



With a series of retractable awnings, you would be able to provide shade in certain sections, or cover the entire area.





To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: August 14, 2023
Re: Approval to award Ayres-Lakeside Park Professional Services for Lakeside Park Topographic Survey Services, Design Services, and Bid Specifications, Addenda, and Bid Opening Using Budgeted and Approved CIP Funds in the amount of \$19,500

The City of Antigo was awarded a 50% matching grant from Knowles Stewardship for Lakeside Park Development, which includes a boat launch, ADA kayak launch, shelter, picnic tables, trash cans, parking lot, and additional park features.

I am requesting approval to award Ayres professional services that will provide Topographic Survey Services, Design Services, and Bid Specifications, Addenda and Bid Opening for the total sum of \$19,500 using budgeted and approved CIP funds for Lakeside Park Development.

August 8, 2023

Mr. Mark Desotell
City of Antigo
700 Edison Street
Antigo, WI 54409

Re: Lakeside Park Development

Dear Mr. Desotell:

Thank you for the opportunity to submit this proposal for professional services related to Lakeside Park Development. The City would like to add a boat ramp, parking, pavilion, and walking path to a piece of vacant property that the City owns on 4th Avenue on tax parcel 201-0317. City staff will be constructing the pavilion shelter once the footings are completed by a contractor. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The City has received a grant to make improvements to tax parcel 201-0317 on 4th Avenue. Improvements will include a boat ramp, vehicle and trailer parking, pavilion footings and slab, and walking path. The City has purchased the Polygon structure and will erect the pavilion shelter after contractor completion of the footings and associated park improvements. The City would like Ayres to provide plans and bidding documents for the contractor to complete the work awarded in the grant and provided in the concept drawing sent by Sarah Repp on July 20, 2023.

Scope of Services

Ayres will provide topographic survey, design, and bidding services as follows:

TOPOGRAPHIC SURVEY SERVICES

Topographic Survey

- Create a topographic surface suitable for the design of the proposed improvements.
- Setting of at least two horizontal control points and two benchmarks to aid in future construction.
- Diggers Hotline will be used to have underground utilities marked. Ayres is not liable for incomplete or inaccurate utility markings.
- Private utilities are the responsibility of the Owner.
- Map above ground visible utilities and underground utilities (as marked by others) within the limits of the attached. One attempt will be made to locate these utilities, additional field visits will be considered an extra cost.

DESIGN SERVICES

1. **Project Background review:** Review supplied concept of the park design submitted to Ayres by City staff.
2. **Meetings:** The following meetings are anticipated:
 - Kickoff design meeting (virtual)
 - Preliminary design review meeting (in person)
 - Final Design Review meeting (virtual)

3. **Utility Coordination:** It is assumed that there will be no power needed for the pavilion and no lighting needed for the parking lot or trail.
4. **Site Plan with Pavilion, Parking Lot, and Trail and Boat Launch Design:** Complete site plan and surface grading design for Parking Lot, Walking Trail, ADA access to Pavilion and Kayak Launch, and Small Boat Launch grading design. Site Plan will include spot elevations on parking lot, walking trail, paths to pavilion and kayak launch. It is anticipated that no drainage problems are present at the site requiring a complete rework of the site grades.
5. **Boat Launch Design.** Prepare a preliminary plan and site layout of the boat ramp. Meet with and review the preliminary plan with the City. Revise plans as necessary based on comments from the review meeting.
6. **Drafting of Plan Set:** Complete CADD drafting of design plan set. This will be combined with the Peaceful Valley Festival Grounds Canopy footing design. Plan set and will include Cover Sheet, General Symbols and Abbreviations, General Notes and Project Control and Project Contacts, Existing Utility Locations, Site Grading Plan, Boat Launch Plans and Construction Details
 - **Permits:** It is anticipated that NO WDNR NOI permit will be needed as the area of disturbance will be under 1 acre. However, coordination with the Wisconsin Department of Natural Resources and Army Corps of Engineers to ensure compliance with regulatory permits will occur. The City has not obtained permits from the WDNR for the boat ramp construction but has decided that City staff will complete the WDNR General Permit Application Checklist 3500-172.

BIDDING SERVICES

Ayres will prepare bidding specification documents, including current City specifications, detailed bid tabulation, and construction cost estimate. The City will be given time to review preliminary bidding specifications. These documents will not be considered complete until final approval by the City.

Ayres will also provide bidding services, including posting plans and specifications to QuestCDN.com, providing hard copies to the City as requested, answering contractor questions, facilitating addenda, assisting the City in collections of bids, and managing and attending the bid opening.

Responsibilities of Owner and Others

The Owner shall designate in writing a representative authorized act in the Owner's behalf, and shall furnish required information, approvals and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy of completeness of necessary project information supplied by the Owner.

Responsibilities of owner are as follows:

1. Review of design plans.
2. Review of Bidding Specification Documents

Additional Services

Additional engineering services, which can be provided for agreed-upon fees, may be desired. Such services may include the following:

- 1) Soil borings and soils conditions report
- 2) Boat Launch permit application

Mr. Mark Desotell – City of Antigo
 August 8, 2023
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- 3) Permit and Advertising Fees.
- 4) FEMA mapping if required for regulatory agency approvals
- 5) If a government corner needed to determine the existing right-of-way is not found, was destroyed, or was never set, establishing this corner will be considered an additional service. Similarly, any right-of-way platting, or establishment work can be performed as an additional service.
- 6) Construction Administration, Construction Staking, Construction Observation, and Post Construction Services.

Time Schedule

Final Design	October 2023
Bidding	October/November 2023
Construction	March 2024-June 2024

Fee

We will perform the above services for a lump sum amount of \$19,500.

Topographic Survey Services	\$ 2,500
Design Services	\$14,700
Bid Specification, Addenda, Bid Opening	\$ 2,300

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until August 31, 2023 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc

Craig R. Schuh, PE
 Manager – Engineering Services, Green Bay

Accepted by Owner:

City of Antigo

Owner's Name

Signature

Name

Title

Date

Attachment: Contract Terms and Conditions

**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

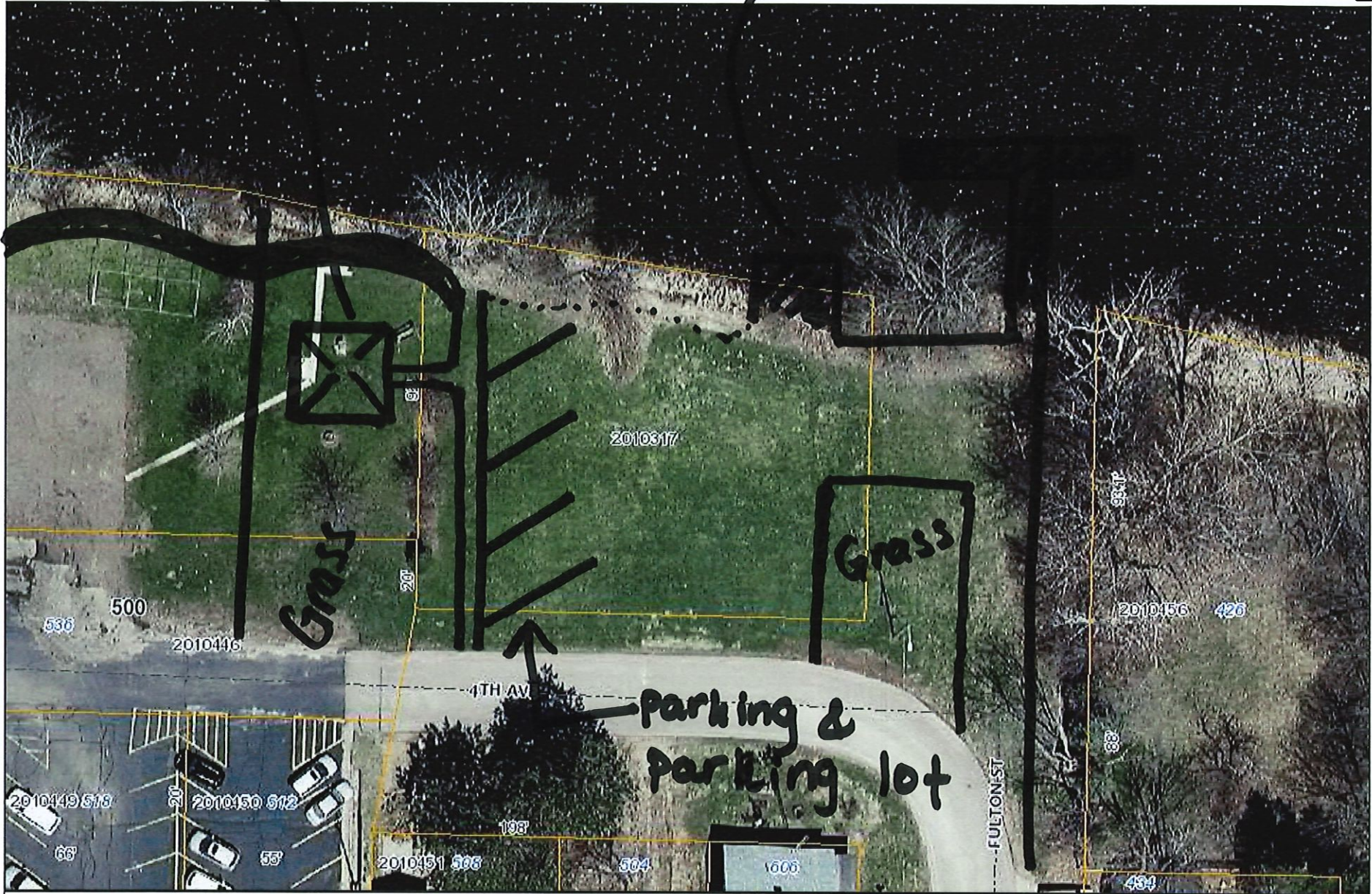
24. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

25. 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.

shelter

Boat launch

2.3.b



DISCLAIMER: This data is provided by the City of Antigo for informational purposes only. The City does not warrant or guarantee the accuracy or reliability of this data. The recipient of this data assumes any risk of its use for any purpose.

City of Antigo GIS



SCALE: 1" = 480'



Print Date: 7/20/2023

Attachment: Site Sketch (6324 : Ayres-Lakeside Park)



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: August 14, 2023
Re: Approval to award Ayres Professional Services for Al Remington Little League Trailhead Topographic Survey Services, Design Services, and Bid Specifications, Addenda, and Bid Opening Using Budgeted and Approved CIP Funds in the amount of \$19,050

The City of Antigo was awarded a 50% matching grant from Knowles Stewardship for Al Remington Trailhead Development, which includes developed parking area, restoration, and additional Springbrook Trail Segment.

I am requesting approval to award Ayres professional services that will provide Topographic Survey Services, Design Services, and Bid Specifications, Addenda and Bid Opening for the total sum of \$19,050 using budgeted and approved CIP funds for Lakeside Park Development.

August 8, 2023

Mr. Mark Desotell
City of Antigo
700 Edison Street
Antigo, WI 54409

Re: Al Remington Little League Trailhead Development

Dear Mr. Desotell:

Thank you for the opportunity to submit this proposal for professional services related to Al Remington Little League Trailhead Development. The City would like to add a trail along the lake from Langlade Road Park Trail to Second Avenue, install a paved parking lot with curb and gutter, add a sidewalk from existing walk to the restroom facility and install storm sewer where there is an open ditch with a new outfall into the lake. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The City has received a time extension for a grant to make improvements to the Springbrook Trail Expansion. Desired improvements to be completed in early 2024 will include a new trail extending from Langlade Road Park trail system north to Second Avenue, installing a paved parking lot, restoring an existing gravel lot to grass, extending an existing sidewalk to the restroom facility and adding storm sewer to remove a drainage ditch and install a new outfall into the lake. The City would like Ayres to provide plans and bidding documents for the contractor to complete the work awarded in the grant.

Scope of Services

Ayres will provide topographic survey, design, and bidding services as follows:

TOPOGRAPHIC SURVEY SERVICES

Topographic Survey

- Create a topographic surface suitable for the design of the proposed improvements.
- Setting of at least two horizontal control points and two benchmarks to aid in future construction.
- Diggers Hotline will be used to have underground utilities marked. Ayres is not liable for incomplete or inaccurate utility markings.
- Private utilities are the responsibility of the Owner.
- Map above ground visible utilities and underground utilities (as marked by others) within the limits of the attached. One attempt will be made to locate these utilities, additional field visits will be considered an extra cost.

DESIGN SERVICES

1. **Project Background review:** Review supplied concept of the park design submitted to Ayres by City staff.
2. **Meetings:** The following meetings are anticipated:
 - Kickoff design meeting (virtual)
 - Preliminary design review meeting (in person)

- Final Design Review meeting (virtual)
- 3. **Utility Coordination:** It is assumed that there will be no lighting needed for the parking lot or trail.
- 4. **Site Plan with Parking Lot, Storm Sewer, Sidewalk and Trail:** Complete site plan and surface grading design for Parking Lot, Walking Trail, ADA sidewalk access to restroom facility, and storm sewer design. Site Plan will include spot elevations on parking lot, walking trail, paths to restroom facility and storm sewer grades. City staff plans to complete removal of existing gravel parking lot and restoration of area to grass/
- 5. **Drafting of Plan Set:** Complete CADD drafting of design plan set. This will be combined with the Peacefull Valley Festival Grounds Canopy footing design. Plan set and will include Cover Sheet, General Symbols and Abbreviations, General Notes and Project Control and Project Contacts, Existing Utility Locations, Site Grading Plan, Boat Launch Plans and Construction Details.
- 6. **Permits:** It is anticipated that NO WDNR NOI permit will be needed as the area of disturbance will be under 1 acre. However, the outfall permit will need to be completed with the Wisconsin Department of Natural Resources to ensure compliance with regulatory permitting will occur.

BIDDING SERVICES

Ayres will prepare bidding specification documents, including current City specifications, detailed bid tabulation, and construction cost estimate. The City will be given time to review preliminary bidding specifications. These documents will not be considered complete until final approval by the City.

Ayres will also provide bidding services, including posting plans and specifications to QuestCDN.com, providing hard copies to the City as requested, answering contractor questions, facilitating addenda, assisting the City in collections of bids, and managing and attending the bid opening.

Responsibilities of Owner and Others

The Owner shall designate in writing a representative authorized act in the Owner's behalf, and shall furnish required information, approvals and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy of completeness of necessary project information supplied by the Owner.

Responsibilities of owner are as follows:

1. Review of design plans.
2. Review of Bidding Specification Documents

Additional Services

Additional engineering services, which can be provided for agreed-upon fees, may be desired. Such services may include the following:

- 1) Soil borings and soils conditions report
- 2) FEMA mapping if required for regulatory agency approvals.
- 3) Permit and Advertising Fees.
- 4) If a government corner needed to determine the existing right-of-way is not found, was destroyed, or was never set, establishing this corner will be considered an additional service. Similarly, any right-of-way platting, or establishment work can be performed as an additional service.

Mr. Mark Desotell – City of Antigo
 August 8, 2023
 Page 3 of 3

- 5) Construction Administration, Construction Staking, Construction Observation, and Post Construction Services.
- 6) Civil 3D Surface Model.

Time Schedule

Final Design	October 2023
Bidding	October/November 2023
Construction	March 2024-June 2024

Fee

We will perform the above services for a lump sum amount of \$19,050.

Topographic Survey Services	\$ 2,200
Design Services	\$12,700
Bid Specification, Addenda, Bid Opening	\$ 4,150

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services, and which are incorporated into this proposal by reference.

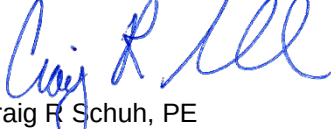
Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until August 31, 2023 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc.



Craig R. Schuh, PE
 Manager – Engineering Services, Green Bay

Accepted by Owner:

City of Antigo

Owner's Name

Signature

Name

Title

Date

Attachment: Contract Terms and Conditions

Attachment: AI Remington LL Trailhead Development (6325 : Ayres-AI Remington LL Trailhead)

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.

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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.

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24. 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.

25. 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.

NORTH



CITY OF ANTIGO AL REMINGTON LITTLE LEAGUE
SPRINGBROOK TRAIL HEAD DEVELOPMENT



To: Mayor and City Council
From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor
Date: August 14, 2023
Re: Approving My Uncles Fireworks LLC and Funding for 2024 Fourth of July Celebration in the Amount of \$13,000

The City of Antigo is committed to having a Fourth of July fireworks celebration, and earmarks 20% of the Hotel/Motel tax for economic development, which is a good use of these funds.

My Uncles Fireworks LLC is able to provide a show on the Fourth of July and meet the necessary insurance requirements, and also create a dynamic display

I am requesting that the City of Antigo shall utilize \$9,500 from the Economic Development portion of Hotel/Motel tax funds and \$3,500 from the general operating celebrations fund for a total contract of \$13,000 with My Uncles Fireworks LLC to conduct the fireworks show for 2024.