

AMENDMENT TO AGREEMENT

Amendment #1

Amendment dated March 17, 2023

The Agreement for Professional Services made as of October 31, 2022 between City of Grand Junction Colorado (OWNER) and Ayres Associates, Inc (CONSULTANT) is hereby amended as set forth below.

CONSTRUCTION DOCUMENT CHANGES

- Modify landscape design per owner request \$ 2,500
- Irrigation plan for inclusion in construction bid package \$ 3,200
- Update sheets and reissue packages for Construction Documents and Planning \$ 1,200
- \$ 6,900**

CONSTRUCTION ADMINISTRATION

- Additional Virtual OAC Meetings from (March 2023 to June 2023) \$ 2,400
- Preconstruction Site Visit and Report (Site Visit 1) \$ 2,600
- Response to Contractor Questions and RFIs during construction \$ 1,800
- Punch List Site Visit and Report (Site Visit 2) \$ 2,600
- \$ 9,400**

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

City of Grand Junction
OWNER

DocuSigned by:
Duane Hoff Jr.

Duane Hoff Jr.

Contract Administrator

4/18/2023

(Signature)

(Typed Name)

(Title)

(Date)

Ayres Associates Inc
CONSULTANT

DocuSigned by:
Matthew Ashby, Vice President - Ayres Associates, Inc.

Matthew Ashby, Vice President - Ayres Associates

Vice President, Development Services

4/18/2023



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 31st day of October, 2022 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Ayres Associates, Inc. hereinafter in the Contract Documents referred to as the "Consultant."

WITNESSETH:

WHEREAS, the Consultant shall furnishing all labor, services, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Tennis Masterplan & Regulatory Entitlement Package for Canyon View Park 5133-22-DH.

WHEREAS, the Contract has been awarded to the above-named Consultant by the Owner, and said Consultant is now ready, willing and able to perform the Services specified in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Consultant, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. General Conditions, Insurance Requirements, Special Conditions/Provisions, Scope of Services; **Tennis Masterplan & Regulatory Entitlement Package for Canyon View Park;**
- c. Consultants submitted Scope of Work and pricing proposal;
- d. Services Change Requests (directing that changed Services be performed);

e. Change Orders.

ARTICLE 2

Contract Services: The Consultant agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Contract Document.

ARTICLE 3

Contract Time: The Consultant hereby agrees to commence Services under the Contract upon execution of this contract, and to achieve Substantial Completion and Final Completion of the Services within the time or times specified in the Consultant's Proposal.

ARTICLE 4

Contract Price and Payment Procedures: The Consultant shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the lump sum of **Fifty-Two Thousand Seven Hundred Sixty and 00/100 Dollars (\$52,760.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Consultant's Proposal. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Consultant written assurance that lawful appropriations to cover the costs of the additional Services have been made.

Unless otherwise provided in the Contract, monthly partial payments shall be made as the Services progresses. Applications for partial and Final Payment shall be prepared by the Consultant and approved by the Owner in accordance with the Contract.

ARTICLE 5

Contract Binding: The Owner and the Consultant each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Consultant and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Consultant shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Consultant shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Firm.
- 2.4. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.5. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage,

injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.6. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.
- 2.7. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.8. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.9. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.10. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.

- 2.11. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.12. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.13. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.14. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.15. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.16. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.17. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.18. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.19. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.19.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation,

national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.19.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.19.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.20. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).

2.21. Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

2.22. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

2.23. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.24. Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

2.25. Indemnification: Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-Firm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

- 2.26. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.27. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.28. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.29. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.30. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.31. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.32. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.33. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.34. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be

subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.35. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.36. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.37. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.38. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.39. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.40. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.41. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.42. Definitions:

- 2.42.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.42.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.42.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
- 2.42.4. "Sub-Contractor is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term Sub-Firm is referred to throughout the contract documents and means a Sub-Contractor or his authorized representative.

- 2.43. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

- 3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Firm shall procure and maintain and, if applicable, shall cause any Sub-Firm of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Firm shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF WORK/SERVICES

4.1. Special Conditions/Provisions:

4.1.1 Price/Fees: Project pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, design, drawings, engineering Services, etc.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

4.2. Specifications/Scope of Services: See Tennis Masterplan & Regulatory Entitlement Package for Canyon View Park submitted Scope of Work.



Ingenuity, Integrity,
and Intelligence.

September 16, 2022

Ken Sherbenou
Parks and Recreation Director
City of Grand Junction
1340 Gunnison Avenue
Grand Junction, Colorado 81501

Re: **Canyon View Park - Tennis Court Expansion**
Tennis Masterplan & Regulatory Entitlement Package

Dear Ken,

Thank you for the opportunity for Ayres Associates to offer professional services to the City of Grand Junction Parks and Recreation. We are excited to be working with you and the other city team members to develop deliverables that advance long term planning for the tennis complex at Canyon View Park while also developing a more detailed, first phase project for completion in spring of 2023.

PROJECT UNDERSTANDING:

This letter describes our scope of work and fees for landscape architectural, civil engineering, electrical engineering, and regulatory entitlement services focused on the development of 4 new tennis courts at the existing tennis complex at Canyon View Park. Ayres is currently under contract with Renner Sports Surfaces to develop a simple, final-grading plan to provide earthwork calcs and elevations for the 4 courts proposed as Phase 1 of this work.

During the kickoff meeting at the project site on 8/9/22, Ayres was informed that the project would need to be submitted for a Minor Site Plan Review with the City of Grand Junction Planning department. Based on the concept pre-submittal meeting with Grand Junction Planning on 9/1/22, we understand that this will be an administrative review process with no requirement for public engagement and that the review and approval process could take two to three months. Prior to the pre-submittal meeting a Minor Site Plan Review checklist was provided by Grand Junction Planning. That information was used to develop scope and fee for this proposal.

PROJECT SCOPE AND SERVICES:

Ayres has conducted a kickoff and site visit meeting for the 4 proposed tennis courts and has received survey information for the micro-master plan area. Some minor grading, drainage and site layout concepts have been completed based on the initial meetings and pre-submittal meeting with city planning. The following scope, services and fees proceed from that point.

SCOPE AND FEES:

TASK 1 – Parking Study and Micro Masterplan (Concept Level Planning Analysis) \$ 8,875.00

- Complex-Wide Parking Analysis
 - High-level study diagram to check rough parking counts and identify how they are distributed across the sports complex.
 - Review existing drawings, master plans and materials that detail the overall sports complex to identify current parking and distribution. This exercise will be based on existing site plans provided by the City or by using publicly available aerial mapping.
 - Explore how developing additional courts will impact overall parking at the complex



- Provide concept-level recommendations for where and how to develop additional parking in future phases to support the various program activities at the complex.
- *Deliverables:* A maximum of two concept level diagram studies based on aerial photos or other existing site plans. The deliverables will be similar to the level of detail and development provided in the attached exhibit and will be for planning, not construction purposes.
- Micro Master Plan
 - Using the information gleaned from the parking analysis, develop a maximum of two preliminary layout options for the tennis complex area that include courts, parking and supporting ancillary areas.
 - Explore general, concept-level, grading, drainage and stormwater layouts for the above to evaluate and inform placement of the Phase 1 Courts.
 - Since no historical information regarding drainage was available, we will be looking primarily at grading in this work.
 - We understand that 22 courts will be required for a state tennis tournament. We will endeavor to optimize the layout to provide 22 courts, however, it is unknown at this time whether 22 courts can be developed while still providing the necessary parking and required drainage improvements.
 - *Deliverables:* A maximum of two concept level diagram studies based on aerial photos or other existing site plans. The deliverables will be similar to the level of detail and development provided in the attached exhibit and will be for planning, not construction purposes.
- *Task 1 Meetings:* Following completion of the analysis and concept layouts, meet virtually with representatives of Grand Junction Parks and Recreation and Planning to review findings and overall concept layout. Grand Junction to provide written approval for overall layout and Phase 1 scope prior to proceeding to Task 2. We are assuming (2) meetings to complete this task. One meeting with Parks & Recreation during development of deliverables and second meeting with Parks & Recreation and Planning. This meeting will function as another Pre-Submittal conference to confirm overall direction and identify any issues with the layout prior to development of formal submittal documents for the Minor Site Plan Review.

TASK 2a – Minor Site Plan Review Submittal Documents – Micro Masterplan

\$ 8,760.00

- Following written approval of the micro masterplan concept layout for the tennis complex development described in Task 1, produce the following design development level deliverables for submission to Grand Junction Planning as part of the Minor Site Plan Review submittal package. Each of these deliverables to show full tennis complex (at a concept level) with current and future project phases:
 - Overall concept layout and materials plan
 - Design development level grading plan
- Since no historical information regarding drainage was available, we will be looking primarily at grading in this work. No drainage calcs will be provided.
- Provide coordination with Grand Junction Parks & Rec and Planning representatives during the Minor Site plan review process. Our scope and fees assume a typical, non-controversial, review process with no public engagement. Per the schedule provided, we are assuming a two-month approval period with two rounds of comments from planning and the other review agencies.

TASK 2b – Minor Site Plan Review Submittal Documents – 4 Courts (Phase 1)**\$24,970.00**

- Following written approval of the micro masterplan concept layout for the tennis complex development described in Task 1, produce the following construction document level deliverables for submission to Grand Junction Planning as part of the Minor Site Plan Review submittal package. These deliverables will be packaged in a single submittal set and will show construction document level development for the Phase 1 area shown in the attached exhibit. This is generally the 4 proposed courts and the water quality area to the south.
 - Demolition Plan(s)
This portion of the submittal set illustrates limits of work, items for removal and items for protection.
 - Layout and Materials Plan(s)
Layout and Materials Plans will show all proposed improvements and will call out all proposed materials. These sheets will reference other plan sheets for further detail and information.
 - Grading and Drainage Plan(s)
These sheets will describe proposed contours and spot elevations to assist the contractor in constructing the onsite grading and drainage facilities of the site. Retaining wall designs are not included; however, if a retaining wall is needed, the grading plan will include a top of wall and bottom of wall elevation.
 - Erosion Control Plan(s)
show proposed measures that are to be used by the contractor to reduce sediment as required by the CDPHE construction stormwater permit. This plan is not intended to show every phase of construction. The Contractor is responsible for implementing adjustments and any additional measures that may be required for intermediate construction phasing and temporary conditions.
 - Drainage Letter:
Summarizing the water quality capture volume (WQCV) requirements for the Phase 1 improvements (4 tennis courts). Based on discussions Minor Site Plan Review pre-submittal meeting, it is assumed no water quantity (ie, detention) will be required for this initial phase. It is also assumed the identified water quality area will be able to daylight via a sidewalk chase to the existing parking lot. No storm sewer piping is assumed to be needed for this initial phase. The WQCV will only be sized for the initial four tennis courts. Since it is assumed the existing gravel parking is considered impervious area, the new tennis courts are assumed to have similar runoff characteristics and no runoff analysis is required for the improvements except for the WQCV.
 - Stormwater Pollution Prevention Plan (SWPPP) and Colorado Department of Health and Environment (CDPHE) Submittal:
Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the onsite improvements per the CDPHE requirements. Ayres will submit the CDPHE construction stormwater application for the project. The City is responsible for the NOI application fees, Endangered Species and Environmental review (if needed), and implementation of the NOI requirements.
 - Landscape, Planting and Softscape plan
These sheets will identify all landscape improvements and proposed materials and will provide and detailed planting plan and plant list. No irrigation design is included in the current scope and fee but can be provided upon request.
 - Construction Details:
Further detail and detailing of proposed hard and softscape elements. Curb and gutter, tree planting details, and similar items.
 - Site Electrical and Lighting Plan (lighting for only ancillary areas – excludes court lighting):
Our in-house electrical engineers will provide connection detailing and product selection for lighting of the non-court areas of the Phase 1 limits of work.

- Provide coordination with Grand Junction Parks & Rec and Planning representatives during the Minor Site plan review process. Our scope and fees assume a typical, non-controversial, review process with no public engagement. Per the schedule provided, we are assuming a two-month approval period with two rounds of comments from planning and the other review agencies.
- **Task 2a & 2b Meetings:** We are assuming (2) meetings during Tasks 2a & 2b to coordinate the work and get feedback on design efforts. One meeting with Parks & Recreation during early development of deliverables and a second meeting with Parks & Recreation before turning documents in the first formal Minor Site Plan Submittal to the Planning Department.

TASK 3 – Final Construction Documents**\$ 4,155.00**

- Following final approval of the Minor Site Plan by Grand Junction Planning Department develop the following:
 - Any necessary updates to construction drawings based on final comments
 - Additional construction details
 - Horizontal control
 - Any additional contractor drawing notes
 - Specifications

TASK 4 – Monthly OAC Meetings**\$ 3,000.00**

- Ayres staff attending 5 monthly OAC meetings from Oct 2022 to Feb 2023
- Excludes OACs during construction (March 2023 to May 2023)

Total Professional Services Fees**\$52,760.00****SCOPE AND FEE QUALIFICATIONS:**

Schedule: See the attached exhibit titled “*Work Plan / Milestone Schedule*” for our assumptions regarding the project timeline and deliverable schedule. The scope and fees provided here are based on these milestones as well as this general schedule cadence and duration.

Meetings: An assumption of the meetings required for the project are described above in each phase. This includes 4 total meetings plus the OAC Meetings described in Task 4. We understand that all meetings will be virtual. If additional meetings are required or if they need to be conducted on site, we would be happy to participate and could be provided as additional services to this base fee proposal.

Assumptions:

We understand the following information will be provided by others if required to perform our work. We would be happy to assist in the coordination or acquisition of these services under a separate contract or as additional services if desired.

- Geotechnical Reports or Surveys
- Site Field Survey
- ALTA Survey
- CAD or PDF drawings of existing sports complex for us in parking counts and analysis
- Engineering and other information regarding the approved grading and drainage design for the existing overall sport complex (drainage report, etc)

Scope and Fee Exclusions:

The scope of services for this proposal are identified above. The following services are not included in this proposal but could be provided under a separate agreement or as additional services if requested.

- Professional services outside of the limits of work shown in the attached Exhibit 1
- Professional services or work by disciplines other than those described above
- Construction documents for parking lot (or other hardscape) improvements. Assumes construction documentation for Phase 1 Tennis Courts and associated landscape area (see attached Exhibit 1)
- Irrigation Design - We understand that the landscape construction scope will be procured separately from the courts contract and that a landscape irrigation plan will be developed via a design/build contract or by Grand Junction Parks Staff.
- Structural engineering
- Retaining wall design
- Tennis court lighting design or engineering
- Design, coordination, or regulatory presentation of the tennis court lighting proposed for the existing courts to the south of our work area. We understand that this is being procured by City Parks via a direct contract with Musco and is not part of this scope of services.
- Regulatory Review or application Fees
- Graphic Plan Renderings, 3D Images, Animations
- LEED or other sustainability metrics
- Separately packaged building department permit submittals
- Signage (Design or Permitting)
- Cost estimating or project cost modeling
- Involvement in public meetings or public engagement (in addition to the monthly OAC meetings)
- Construction Administration
- Post Construction Services
- Meetings other than those identified in this proposal
- Expenses (printing, mileage)

Please contact me if you have questions regarding this professional services proposal. We look forward to working with you and your team on this important project.

Respectfully,

Ayres Associates Inc



David Land, PLA, LEED AP
Senior Project Manager / Landscape Architect, LEED AP
Cell: 303-548-2870
landd@AyresAssociates.com



WORK PLAN / MILESTONE SCHEDULE

Ayres Project No.: TBD

RE: Canyon View Park

PROJECT MILESTONE SCHEDULE & TENTATIVE CONSTRUCTION SCHEDULE

MILESTONE / DELIVERABLE	START DATE	DURATION	END DATE
CONTRACT / NTP	-		-
TASK 1 - PARKING STUDY / MICRO MASTER PLAN			
COMPLEX-WIDE CONCEPT PARKING STUDY / PRELIMINARY SITE DESIGN	09/26/22	2 WEEKS	10/10/22
DRAFT MICRO MASTER PLAN	10/10/22	2 WEEKS	10/21/22
SUBMIT PRESUBMITTAL PACKAGE TO PARKS & REC AND PLANNING	10/21/22	5 DAYS	10/28/22
PRELIMINARY-SUBMITTAL REVIEW WITH PLANNING DEPT.	10/28/22	1 DAY	10/28/22
TASK 2 - MINOR SITE PLAN SUBMITTAL TO GRAND JUNCTION PLANNING			
DESIGN DEVELOPMENT FOR MICRO MP SITE	10/31/22	3 WEEKS	11/18/22
PHASE 1 CONSTRUCTION DOCUMENTS (4 TENNIS COURTS AND ANCILLARY IMPROVEMENTS)	10/31/22	CONCURRENT	11/18/22
CITY PARKS & REC REVIEW COMMENTS TO AYRES	11/21/22	3 DAYS	11/23/22
SUBMITTAL TO PLANNING DEPT. (ASSUME 3 WEEK REVIEW PERIOD)	12/02/22	3 WEEKS	12/22/22
HOLIDAY BREAK	12/23/22	1 1/2 WEEKS	01/04/23
AYRES PICKS UP MINOR SITE PLAN REVIEW COMMENTS	01/04/23	2 WEEKS	01/18/23
SUBMITTAL TO PLANNING DEPT. (ASSUMES 2 WEEK REVIEW PERIOD AND FINAL APPROVAL ON 2/1/23)	01/18/23	2 WEEKS	02/01/23
TASK 3 - CONSTRUCTION DOCUMENTS			
AYRES TO UPDATE CONSTRUCTION DOCUMENTS FOLLOWING FINAL APPROVAL OF MINOR SITE PLAN SUBMITTAL (ADDITIONAL DETAILS, SPECS, HORIZONTAL CONTROL)	02/01/23	1 1/2 WEEKS	02/13/23
CONSTRUCTION PHASE 1 (4 COURTS AND ANCILLARY IMPROVEMENTS)			
CONSTRUCTION - WEATHER PERMITTING	02/13/23	15 WEEKS	05/26/23
PROJECT COMPLETION (COURTS AVAILABLE) - 05/26/2023			



Micro Master Plan studying best fit for parking and future courts. Then concept level design for preferred 2D layout. Basic grading and drainage at the north end will be provided to facilitate Minor Site Plan Review. Since no drainage report was available no detail drainage design or calcs is included in the scope and fees.

Phase 1 - 100% CDs (concept level elsewhere)

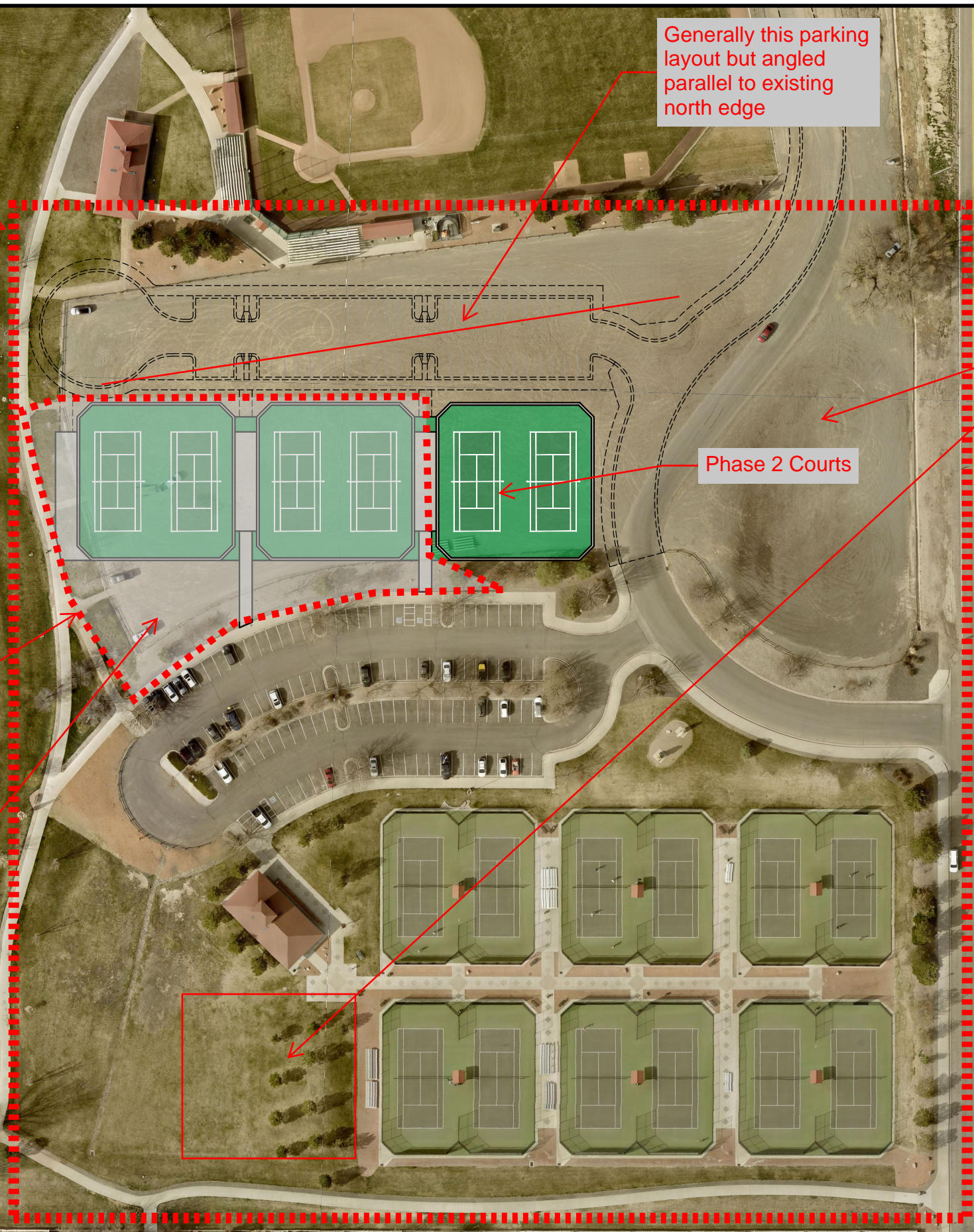
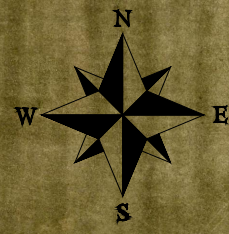
Develop Water Quality Pond/Swale Here

Generally this parking layout but angled parallel to existing north edge

Phase 2 Courts

EXHIBIT 1

Study future courts and future parking in the Micro-Master Plan

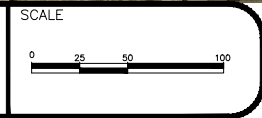


24 1/2 RD

G 1/4 RD

REVISION	DESCRIPTION	DATE
REVISION		
REVISION		
REVISION		

DRAWN BY	JCS	DATE	2022
DESIGNED BY	JCS	DATE	2022
CHECKED BY		DATE	
APPROVED BY		DATE	



PUBLIC WORKS ENGINEERING DIVISION

CANYON VIEW PARK TENNIS COURT EXPANSION July 14, 2022



WATER QUALITY AREAS, TYP.

FUTURE
FORMALIZED
PARKING

CONCRETE PAVING, TYP.

LANDSCAPE AREA, TYP.

TENNIS COURT ON PT CONCRETE BASE, TYP.

FUTURE TENNIS
COURTS

BLEACHERS (QTY TBD)

SHELTER & BENCHES, TYP.

PLAYER GATE, TYP.

8' WIDE CONCRETE WALK
CONNECTION, TYP.

FUTURE FORMALIZED PARKING
(FINAL DESIGN TBD)

WATER QUALITY AREAS, TYP.

EXISTING PARKING
TO REMAIN