



**Purchase Order
No. 2024-00000254**

DATE 04/29/2024

Ph. (970) 256-4048

Fax

Ship To
City of Grand Junction
Parks & Recreation - Admin
1340 Gunnison Ave
GRAND JUNCTION, CO 81501

Bill To
City of Grand Junction
Parks & Recreation - Admin
1340 Gunnison Ave
GRAND JUNCTION, CO 81501

Vendor
VENDOR NO. 10495
DTJ Design, Inc.
ACH
3101 Iris Avenue, Sutie 130
Boulder, CO 80301
Phone: (303) 443-7533

PAGE 1 of 1
SHIP VIA Best Way
DELIVER BY
FREIGHT TERMS FOB Dest, Frght Prepaid .Allow
Payment Terms: Net 30 Days
Buyer Name: Dolly Daniels
Buyer Email: dollyd@gjcity.org

Award #5440-24-DD

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	CONTRACT SERVICES 201-710-385-380.8520 - Special Projects 22,000.00 G2404-G240401	22,000.0000	\$22,000.00
PURCHASE ORDER TOTAL				\$22,000.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By: Dolly f. Daniels



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT was made and entered into this 29th day of April 2024, 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 DTJ DESIGN, Inc. hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS the Owner advertised that sealed Proposals would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Landscape Architecture Design Services for Main Street Amenity Space Renovations #5440-24-DD.

WHEREAS, the Contract has been awarded to the above-named Firm by the Owner and said Firm is now ready, willing, and able to perform the Services specified in the Notice of Award, following the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid to the Firm, 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:

- a. The body of this Contract Agreement;
 - b. Owner's Terms and Conditions
 - c. Firm's Proposal.
 - d. Work Change Requests (directing that changed work to be performed);
 - e. Change Orders.
- The order of contract document governance shall be as follows:

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Services: The Firm 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 Solicitation Documents.

ARTICLE 4

Contract Time: Time is of the essence for this Contract. The Firm hereby agrees to commence Work under this Contract on the date this Contract is fully executed and to achieve completion of the Work within the time or times specified in the Firm's negotiated project schedule.

ARTICLE 5

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the Lump Sum amount of **Twenty-Two Thousand and 00/100 Dollars (\$22,000.00)**. If this Contract contains unit price pay items, the Contract price shall be adjusted by the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. 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 another written directive of the Owner. The Owner shall not issue a Change Order or other written directive that requires additional Work to be performed, which work cause the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides the Firm written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progresses. Applications for partial and Final Payment shall be prepared by the Firm and approved by the Owner following the Solicitation.

ARTICLE 6

Contract Binding: The Owner and the Firm each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect of all covenants, agreements, and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended, or

repealed by a duly executed written instrument. Neither the Owner nor the Firm 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 Firm shall not assign any money due or to become due without the prior written consent of the Owner.

ARTICLE 7

Severability: If any part, portion, or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested on its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Dolly Daniels 4/29/2024
Dolly Daniels, Senior Buyer r Date

DTJ DESIGN, Inc.

DocuSigned by:
By: Dave Ignatew 4/29/2024
Dave Ignatew, Vice President Date

1. Terms and Conditions for Landscape Architecture Design Services for the Main Street Amenity Space Renovation

- 1.1 A.D.A Document Compliance Requirements:** All work documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2 The Owner:** The Owner is the City of Grand Junction, Colorado ("City) and is referred to throughout this Contract. The term Owner means the Owner or its authorized representative. The Owner shall at all times have access to the Service wherever it is in preparation and progress.
- 1.3 The Contract:** This Contract, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Firm. The Contract represents the entire and integrated agreement between the Owner and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral including the bid documents. The Contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 1.4 The Service:** The term Service includes all labor necessary to produce the design and construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 1.5 Sales Tax:** The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.6 Acceptance of Contract Terms:** A proposal submitted shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts 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 requirements. Failure to do so may be deemed a waiver or any right(s) to subsequently modify the term(s) of performance, except as specified in the Contract Documents.
- 1.7 Compliance:** Firm submitting a proposal agrees to comply with all conditions, requirements, and instructions of this Contract Document as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Firm shall secure instructions from the Purchasing Agent prior to the submittal deadline.
- 1.8 Execution, Correlation, Intent, and Interpretations:** The Contract Documents

shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Service is to be performed and correlated its 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 Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Service 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. It is not to be used on any other project.

- 1.9 Firm:** The Firm is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Service, Addenda, and Modifications and shall at once report to the Owner any error, inconsistency, or omission it 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 Service without clarifying Drawings, Specifications, or Interpretations.
- 1.10 Sub-Firms:** A Sub-Firm is a person or organization who has a direct Contract with the Firm to perform any of the Service at the site. The term Sub-Firm is referred to throughout the Contract Documents and means a Sub-Firm or its authorized representative.
- 1.11 Award of Sub-Contracts & Other Contracts for Portions of the Service:** Firm shall submit to the Owner, in writing for acceptance, a list of the names of the sub-Firms or other persons or organizations proposed for such portions of the Service as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-Firms proposed for the principal portions of the Service. Prior to the award of the Contract, the Owner shall notify the successful Firm in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a list, the Firm shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Firm has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 1.12 Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Service. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Service. If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Firm performs any Service knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Service.
- 1.13 Responsibility for those Performing the Service:** The Firm shall be responsible

to the Owner for the acts and omissions of all its employees and all other persons performing any of the Service under a Contract with the Firm.

- 1.14 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 Service under the Contract Documents. The Firm shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of the Service and to determine, in general, if the Service is proceeding in accordance with the Contract Documents. Based on such observations and the Firm's Application for Payment, the Owner will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Service which does not conform to the Contract Documents. Upon receipt of written notice that the Service 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 the Owner finds the Service 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 Service performed in accordance with the Contract Documents.
- 1.15 Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Service will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Service and are necessary to accomplish the scope of this Contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Firm is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 1.16 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 it 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 Service, or in consequence of the non-execution thereof by the Firm, it shall restore, at its 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.

- 1.17 Changes in the Service:** The Owner, without invalidating the Contract, may order changes in the Service within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the Service shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Firm signed by the Owner issued after the execution of the Contract, authorizing a change in the Service or an adjustment in the contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 1.18 Claims for Additional Cost or Time:** If the Firm wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Firm before proceeding to execute the Service, except in an emergency endangering life or property in which case the Firm shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 1.19 Minor Changes in the Service:** The Owner shall have authority to order minor changes in the Service 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.
- 1.20 Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Service in accordance with the agreement, without change in the Contract sum or time. The Firm shall carry out such Field Orders promptly.
- 1.21 Uncovering & Correction of Service:** The Firm shall promptly correct all Service 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 Service, including the cost of the Owner's additional Service thereby made necessary. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Service under the above paragraphs shall be removed from the site where necessary and the Service shall be corrected to comply with the Contract Documents without cost to the Owner. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Service found to be defective or not in accordance with the Contract documents, the Firm shall correct it promptly after

receipt of a written notice from the Owner to do so unless the Owner has previously given the Firm a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Service under the above paragraphs shall be removed from the site where necessary and the Service shall be corrected to comply with the Contract Documents without cost to the Owner. The Firm shall bear the cost of making good all Service of separate Firms destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Service, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Firm.

- 1.22 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.
- 1.23 Assignment:** The Firm shall not sell, assign, transfer or convey any Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 1.24 Compliance with Laws:** Offers must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service for and on behalf of the public. Firm hereby warrants that it is qualified to assume the responsibilities and render the Service described herein and has all requisite corporate authority and professional licenses in good standing required by law.
- 1.25 Confidentiality:** All information disclosed by the Owner to the Firm for the purpose of the Service to be done or information that comes to the attention of the Firm during the course of performing such Service is to be kept strictly confidential.
- 1.26 Conflict of Interest:** No public official and/or City/County employee shall have interest in any Contract resulting from these Contract Documents.
- 1.27 Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Service; (3) final acceptance of Service 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 (30) days past notification.
- 1.28 Employment Discrimination:** During the performance of any Service per agreement with the Owner, the Firm, signing the Contract, agrees to the following conditions:
- 1.28.1** The Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably

necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.28.2 The Firm, in all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.

1.28.3 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.

1.29 Affirmative Action: In executing a Contract with the City, the Firm agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions Section 9 "Affirmative Action/EEO.

1.30 Immigration Reform and Control Act of 1986 and Immigration Compliance: The Firm certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.

1.31 Ethics: The Firm 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.

1.32 Failure to Deliver: In the event of failure of the Firm to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Service from other sources and hold the Firm responsible for any costs resulting in additional Service, materials and/or administration services necessary to perform the Service. This remedy shall be in addition to any other remedies that the Owner may have.

1.33 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 of the Contract Documents at any time in accordance with the terms thereof.

1.34 Force Majeure: The Firm 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 Firm, unless otherwise specified in the Contract.

1.35 Independent Firm: The Firm 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, 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.

- 1.36 Award of Contract:** Unless otherwise indicated, a single award will be made. The City will issue a Notice of Award to the Successful Offeror which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Firm shall sign and deliver the digitally executed Contract via DocuSign. Performance Bond, Payment Bond, and Certificate of Insurance shall be submitted to the City within ten (10) days of Contract execution. No Contract shall exist between the Successful Offeror and the City and the Successful Offeror shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Firm's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award.

- 1.37 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 1.38 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.
- 1.39 Patents/Copyrights:** The Firm 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 Firm for any claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Contract.
- 1.40 Remedies:** The Firm and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 1.41 Governing Law:** Any agreement as a result of this Contract Document 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.
- 1.42 Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this Contract.

1.43 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 prohibits 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. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).

1.44 Keep Jobs in Colorado Act: Firm shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public Services. Firm shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Firm claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Firm shall state that there is insufficient Colorado labor to perform the Service such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Firm shall be responsible for ensuring compliance with Article 17 of Title 8, C.R.S. requiring 80% Colorado labor to be employed on public Services. Firm shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

1.44.1 "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects.
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

2. INSURANCE REQUIREMENTS

2.1 Insurance Requirements: The selected Contactor 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 the Contract. 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 the Contract 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 Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. 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:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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 interest provision.

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the Service performed as a result of this Contract Document.

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

2.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. Every required policy 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.

PROFESSIONAL DESIGN SERVICES AGREEMENT

March 26, 2024



Mr. Ken Sherbenou, MPS, CPRE
Parks and Recreation Director
City of Grand Junction
1340 Gunnison Ave.
Grand Junction, CO 81501

Mr. Brandon Stern
Downtown Director
Downtown Grand Junction
101 S. 3rd, Suite 100
Grand Junction, CO 81501

RE: Letter of Agreement to Provide Landscape Architecture Design Services for the Main Street Amenity Space Renovation, located in Grand Junction, Colorado

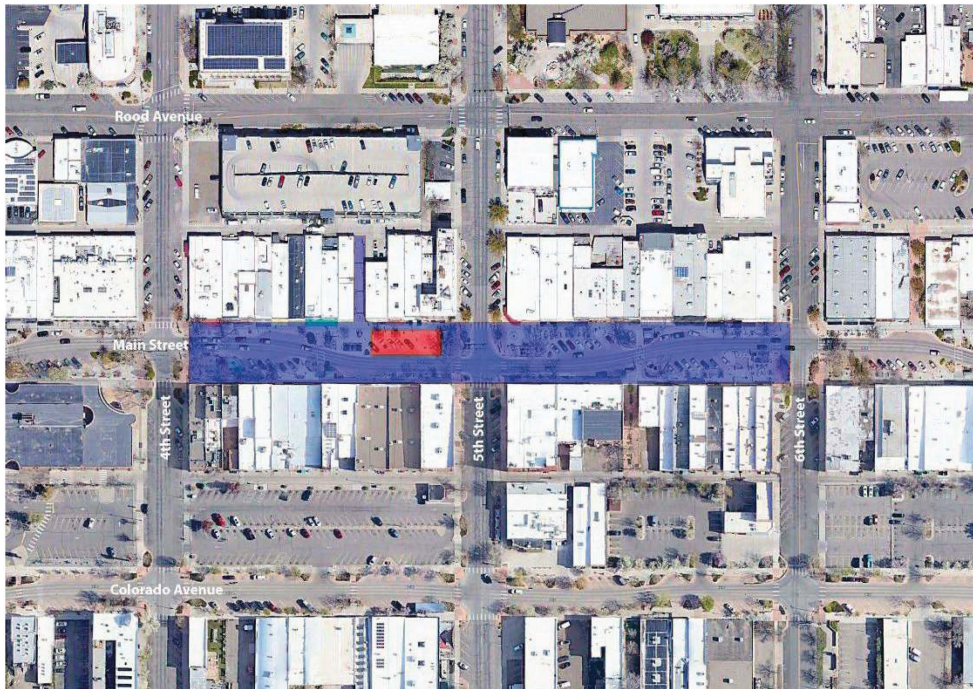
Dear Ken and Brandon:

Thank you for the opportunity to work with you on the new vision for the Grand Junction Main Street Amenity Space. Our services below include Stakeholder Outreach, Conceptual Design, Design Services and Documentation.

Scope Boundary Description:

Blue Boundary – Main St. from 4th street to 6th street and the alleyway connection to the parking garage on Rood Ave.

Red Boundary - The former splash pad and 5 adjacent parking stalls.



CITY OF GRAND JUNCTION

Main Street Amenity Space Renovation

March 26, 2024

DTJ Design, Inc., a Colorado Corporation identified herein as **DTJ**, agrees to provide such Services as described to **the City of Grand Junction**, identified as **Client**, in accordance with the Scope of Basic Services, Additional Services and Compensation and Payment of Services outlined.

Also incorporated: *DTJ's Standard Terms of Agreement*.

This Agreement is organized in the following manner:

- I. CONCEPTS AND INPUT**
- II. DESIGN**
- III. DOCUMENTATION**
- IV. ADDITIONAL SERVICES**
- V. CLIENT RESPONSIBILITIES**
- VI. SCHEDULE OF PHASES AND COMPENSATION**

I. CONCEPTS AND INPUT

Study Area: All the Blue and Red Boundaries

Loose Concept Sketches with labels and supporting character imagery = 3 weeks

- Former Splash Pad Area (3 concepts sketches focused on activation, leisure, & recreation)
- Alleyway to Parking Garage (3 concepts focused on lighting, seating, art)
- Remainder of Main St. (3 concepts looking at improvement opportunities, parking shifts, outdoor dining zones / expanded retail, activation, shade, art, music)

(1) Meeting digitally to review initial concepts with city (DDA + Parks) = Week 3

(1) Refinement of the concepts and imagery as needed per city input = 1 week

(1) Meet digitally with Stakeholders on preferences and input = Week 4

Deliverables

- *Final Concept Refined Sketch Plan(s) with Labels and Supporting Imagery*
- *Feedback + Observations from Stakeholder Meetings*

Note: A Survey of the site should be obtained while concept design is occurring to aid during Design and Documentation.

II. DESIGN

Study Area: At the end of Task 1 the city will determine which project areas will proceed to Design and Documentation. At that time DTJ and the City will determine sub-consultants necessary to perform work and will provide a scope and fee to accommodate the desired work.

(1) Schematic Design Package = 4 weeks

(1) Progress check in meeting with City @ 2 weeks

(1) Final Presentation to Stakeholders + City = Week 4

Deliverables

- *Final Schematic Plan(s) with Labels and Supporting Imagery*
- *Feedback + Observations from Stakeholder Meetings*

III. DOCUMENTATION

(1) Documentation Package = 6 weeks

(2) Progress / Coordination Meetings with city @ 2 and 4 weeks

(2) Coordination Meetings with Reviewing Agencies at start of documentation to define requirements and at 75%

CITY OF GRAND JUNCTION

Main Street Amenity Space Renovation

March 26, 2024

documentation progress.

Deliverables

- *Document of Design drawings with design specifics on Drawings*

Sub Consultants (Tasks 2 +3)

- Electrical- Bighorn
- Civil - RiverCity
- Structural (TBD) HCL
- Irrigation (TBD) Hines
- Costing (If Requested) FCI

IV. ADDITIONAL SERVICES

A. AUTHORIZATION

The Additional Services described in Section IV, and elsewhere in this Agreement, are not included in the Scope of Basic Services of this Agreement and shall be provided only when authorized or confirmed in writing by Client and DTJ. Such Additional Services shall be paid for by the Client in addition to the compensation for Basic Services provided for in this Agreement. If any Additional Service(s) are required for this Project due to circumstances beyond DTJ's control or if the Client or others are requesting service(s) beyond the Basic Services defined in this Agreement, DTJ shall notify the Client in writing as to the need or desire for such service(s).

B. DESCRIPTIONS OF ADDITIONAL SERVICES

Additional Services shall include, but are not limited to the following:

1. Providing services of, or in connection with, Consultants other than those specified in this Agreement.
2. Providing services in addition to those outlined in this Agreement because of changes in the Project Program, including but not limited to size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction.
3. Making revisions in plans or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions given previously by the Client, including revisions made necessary by adjustments in the Client's Program or Project budget after such approvals or instructions.
 - b. Required by enactment, revised interpretation, jurisdictional differences in interpretation, or revisions of codes, zoning, or building ordinances, laws, or regulations subsequent to the preparation of such documents, or costs caused by delays resulting from such occurrences.
 - c. A result of the Client's failure to render decisions in a timely manner.
4. Providing Estimates of Probable Construction Cost, except those specified by this Agreement.
5. Providing services to verify the accuracy of drawings or other information furnished by the Client.
6. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Architectural or Landscape Architectural Practice.
7. Preparing or providing models, renderings, virtual reality simulations or similar presentation materials other than those included in this Agreement.

V. CLIENT RESPONSIBILITIES

- A. The Client shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Client's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.
- B. The Client shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Client's other costs, and reasonable contingencies related to all these costs.

CITY OF GRAND JUNCTION

Main Street Amenity Space Renovation

March 26, 2024

- C. The Client shall furnish the services of Consultants other than those designated which such services are requested by the DTJ and are reasonably required by the Scope of the Project. DTJ is expected to communicate with the separately contracted entities to facilitate an integrated overall design.
- D. The Client shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Client’s needs and interests.
- E. The services, information, surveys, and reports required shall be furnished at the Client’s expense, and DTJ shall be entitled to rely upon the accuracy and completeness thereof.

VI. SCHEDULE OF PHASES AND COMPENSATION

Schedule*:

Concept and Stakeholder Input	4 weeks
Design	4 weeks
Documentation	8 weeks

***Note:** schedule is an estimated project schedule based on the Client’s overall project schedule and is subject to change as mutually agreed upon between the Client and DTJ.

COMPENSATION:

DTJ shall be paid a total fee of \$22,000 which includes the following:

Concept and Stakeholder Input	
Landscape Architecture	\$22,000
Phase Total (Fixed Fee)	\$22,000
Design	
Landscape Architecture	TBD
Phase Total (Fixed Fee)	TBD
Documentation	
Landscape Architecture	TBD
Phase Total (Fixed Fee)	TBD
 Grand Total	 \$22,000