

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of October 09, 2024, between the Town of Grand Lake, Colorado, with an address of 1026 Park Avenue, Grand Lake, CO 80447 (OWNER) and Ayres Associates Inc, with a Colorado address of 3665 John F Kennedy Parkway, Building 2, Suite 100, Fort Collins, CO 80525 (CONSULTANT).

OWNER intends to retain CONSULTANT for professional services for On-Call Planning Services, as described in Attachment A (hereinafter called the Project).

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

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

Attachment A - Scope of Services, consisting of 1 page

Attachment B - Period of Services, consisting of 1 page

Attachment C - Compensation and Payments, consisting of 3 pages (with Appendix A – Rates)

Attachment D - Terms and Conditions, consisting of 3 pages

Attachment E - Insurance, consisting of 2 pages

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

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

Town of Grand Lake, Colorado

OWNER

Ayres Associates Inc

CONSULTANT

(Signature)

Matthew J. Ashby

Steve Kudron

(Typed Name)

Matthew J. Ashby

Mayor and Interim Town Manager

(Title)

Vice President of Development Services

(Date)

October 09, 2024

ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated October 09, 2024, between the Town of Grand Lake (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 1 - BASIC SERVICES

1.1 General

1.1.1 CONSULTANT shall provide professional services for OWNER in all phases of the Project to which this Agreement applies. These services will include serving as OWNER's professional representative for the Project, providing professional consultation and advice, and performing the duties and responsibilities of CONSULTANT as provided below.

1.2 On-Call Professional Services

In general, the CONSULTANT is expected to provide on-call planning services for three focus roles to assist the OWNER on an interim basis due to staff shortages. The OWNER and CONSULTANT's representatives agree to work together to determine final logistics as work commences. Communication will be conducted via email, phone, and virtual or in-person meetings as needed, with response times within 1-2 business days.

1.2.1 Temporary Permit Technician Support Role.

The CONSULTANT shall provide assistance through the end of the calendar year or until a full-time Permit Technician is hired by the OWNER, whichever occurs first. Responsibilities under this role may include:

- Conducting completeness checks as part of an applicant's permit submittal through the CloudPermit system.
- Processing and reviewing permits through the CloudPermit system, focused on compliance with zoning and land use regulations.

It is acknowledged by both parties that the Grand County Building Department completes permit review, issuance, and project approval for the OWNER. At this time, it is not anticipated that the CONSULTANT will need to provide in-person office staffing for this role. If it becomes apparent that in-person office staffing is needed by the OWNER, the parties will work to coordinate the best service delivery to meet the needs of the community.

1.2.2 Development Review Support Role.

The CONSULTANT shall assist the OWNER with the following tasks:

- Analyzing development projects for compliance with the Town's adopted Community Plans available on the OWNER's website, including the 2020 Comprehensive Plan, Streetscape Master Plan, DarkSky Lighting Management Plan, and the Strategic Trails Plan.
- Reviewing projects for compliance with the Land Use Regulations found in Chapter 12 of the Municipal Code.
- Coordinating with the OWNER's representative to produce appropriate notification requirements for projects requiring a public meeting.

- Preparing staff reports for public hearings and meetings before the Planning Commission and Board of Trustees.
- Attending meetings virtually or in-person to present or discuss projects as needed.

The CONSULTANT will use Microsoft products and Adobe Acrobat to complete reviews and deliverables for the Owner. The parties acknowledge there may be instances where in-person site visits and meetings may be necessary to provide the level of services needed. In such situations, the CONSULTANT will coordinate with the OWNER to determine the appropriate level of travel to the community.

1.2.3 Technical Support Role.

The CONSULTANT is available to provide technical support to the OWNER, which may include:

- Advisory services across various specialties such as Community Planning, Economic Development, Landscape Architecture, Environmental Planning and Engineering, and Transportation.
- Specialty projects or studies as requested by the OWNER. No specific projects have been identified at this time.

ARTICLE 2 - ADDITIONAL SERVICES

No additional services have been identified at this time. In such event that the OWNER requests additional services, the CONSULTANT will provide a cost estimate and/or billing rates if different than those provided herein.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

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

- Designate a person to act as the OWNER's representative.
- Provide all guiding documents and criteria as to OWNER's requirements.
- Place at CONSULTANT's disposal all available pertinent information, including necessary login credentials for the CloudPermit system.
- Arrange for appropriate access for CONSULTANT to enter upon public and private property as required under this Agreement.
- Assist in furnishing appropriate contact information as well as comments and approvals from all governmental entities having jurisdiction over the Project and such approvals and consents from other development project reviewers as may be necessary for completion of the Project.

Recognizing and acknowledging that CONSULTANT'S services and expertise do not include the following services, provide, as required for the Project (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; and (2) Legal services with regard to issues pertaining to the Project as OWNER requires or CONSULTANT reasonably requests.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated October 09, 2024, between the Town of Grand Lake (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

4.1 The period of services shall extend through December 31, 2024.

4.2 The period of services may be extended by the OWNER, in writing.

4.3 OWNER shall be liable for all costs and damages incurred by CONSULTANT for delays caused in whole or in part by OWNER's interference with CONSULTANT's ability to provide services, including, but not limited to, OWNER's failure to provide specified facilities or information, or if CONSULTANT's services are extended by OWNER's actions or inactions for more than ninety days. OWNER agrees to indemnify and hold CONSULTANT harmless for any delays caused by OWNER. If delays are caused by unpredictable occurrences including, without limitation, terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of material or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, the costs for services and schedule commitments shall be considered no fault of CONSULTANT and OWNER and will be re-evaluated by both parties to determine a reasonable solution, as warranted.

ATTACHMENT C - COMPENSATION AND PAYMENTS

This is an attachment to the Agreement dated October 09, 2024, between the Town of Grand Lake (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1 Compensation for Services and Expenses

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

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

5.1.1.2 CONSULTANT's Standard Hourly Rates Schedule is attached to this Attachment C as Appendix 1, respectively.

5.1.2 Reimbursable Expenses. OWNER shall pay CONSULTANT for all Reimbursable Expenses incurred in connection with services. Such reimbursable expenses are at cost and mileage calculated at the current IRS rate at the time of the travel.

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

5.1.4 Annual Adjustments. The Standard Hourly Rates and Reimbursements may be adjusted annually (as of January). A separate Reimbursable Expenses Schedule is available upon request by the OWNER, and will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

5.1.5 Other Provisions Concerning Compensation

5.1.5.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT.

5.1.5.2 Factors. The factors for external Reimbursable Expenses and CONSULTANT's independent professional associates and subconsultants include CONSULTANT's overhead and profit associated with CONSULTANT's responsibility for the administration of such services and costs.

5.1.5.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon OWNER's timely request, CONSULTANT shall make copies of such records available to OWNER at cost.

5.2 Payments

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

CONSULTANT's invoices within thirty (30) days of receipt of an invoice subject to the total invoicing not exceeding the total compensation.

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

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

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

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

5.3 Definitions

5.3.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items.

APPENDIX 1

STANDARD HOURLY RATES AND REIMBURSEMENTS

AYRES DEVELOPMENT SERVICES	
Billing Category	2024 Hourly Rates
Senior Specialist I - IV	\$220 - \$250
Senior Professional I - IV	\$175 - \$210
Project Manager I - IV	\$150 - \$165
Project Professional I - V	\$125 - \$145
CAD Designer I - II	\$120 - \$135
Junior Professional I - V	\$92 - \$120
Technician I - IV	\$86 - \$110
Administrator / Accounting	\$86 - \$105
Administrative Assistant / Intern	\$78 - \$92

Reimbursements are at cost, unless otherwise specified and agreed to in writing. Mileage is calculated at the IRS rate per mile in effect at the time of travel.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Agreement dated October 09, 2024, between the Town of Grand Lake (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Standard of Performance

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

6.2 Reuse of Documents

All documents including Drawings and Specifications prepared or furnished by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with use and occupancy of the Project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to independent professional associates or subconsultants, and OWNER shall indemnify and hold harmless CONSULTANT and independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT. Both Consultant and Owner (the Town) should have ownership rights to the products.

6.3 Electronic Files

6.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

6.3.2 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.

6.3.3 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.

6.4 Insurance

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

6.5 Termination

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

6.6 Controlling Law

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

6.7 Successors and Assigns

6.7.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 6.7.2 the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

6.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

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

6.8 Dispute Resolution

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

6.8.2 Mediation. If direct negotiations fail, OWNER and CONSULTANT agree that they may submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof to mediation in accordance with the Construction

Industry Mediation Rules of the American Arbitration Association effective on the date of this Agreement prior to exercising other rights under law.

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

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

6.10 Limitation of Professional Liability

OWNER agrees to limit CONSULTANT's professional liability to the greater of the CONSULTANT'S fee or the limits of the CONSULTANT'S insurance policies.

ATTACHMENT E - INSURANCE

This is an attachment to the Agreement dated October 09, 2024, between the Town of Grand Lake (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 7 - INSURANCE

7.1 Workers' Compensation

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

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

7.2 Commercial General Liability

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

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

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

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

7.3 Business Automobile Liability

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

Bodily Injury and Property Damage, Combined Single Limit:	\$	1,000,000
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7.4 Umbrella Excess Liability

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

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

7.5 Professional Liability (Errors and Omissions)

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

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

7.6 Valuable Papers

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