

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 13th day of July 2023, by and between the Jefferson County Housing Authority dba Foothills Regional Housing ("FRH") at 11941 W 48th Avenue, Wheat Ridge, Colorado 80033, a Colorado public body, corporate and politic (the "Authority"), and H.C. Peck & Associates, Inc., an independent consultant with a principal place of business at 3401 Quebec Street, Suite 8100, Denver, CO 80207 ("Consultant") (collectively the "Parties").

WHEREAS, the Authority requires professional services; and

WHEREAS, Consultant has held itself out to the Authority as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in the attached **Exhibit A**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Authority is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### II. COMMENCEMENT AND COMPLETION OF WORK

Consultant shall commence work as set forth in the Scope of Service. Except as may be changed in writing by the Authority, the Scope of Services shall be complete, and Consultant shall furnish the Authority the specified deliverables and project timeline as provided in **Exhibit A**. Timeline to be defined at a later date, in collaboration with the construction project timeline, and within URA compliance requirements.

### III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the Authority shall pay Consultant an amount not to exceed **one hundred twenty-eight thousand, two hundred twenty-six and no/dollars (\$128,226.00)**. This maximum amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Authority for such fees, costs, and expenses unless preapproved by the Authority in writing. The compensation paid under this Agreement is based on the Cost Proposal attached hereto as **Exhibit B**. Any costs not included in the Cost Proposal attached hereto as **Exhibit B**, including reproduction costs (third party), recording, notary, license & permit fees, mileage at standard IRS rate per mile, travel costs (airfare, vehicle rental costs, daily per-diem) and FedEx delivery and express mail will not be reimbursed unless preapproved by the Authority in writing. As a condition to receipt of

reimbursement, Consultant shall be required to submit to FRH reasonable evidence that the amount involved was both reasonable and necessary to the services provided under this agreement.

B. Notwithstanding the maximum amount specified in Paragraph A hereof, Consultant shall be paid only for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

C. Consultant shall submit invoices to the Authority on a monthly basis for all services rendered during the month represented on the invoice. Such invoices shall detail, with appropriate documentation, the task performed, the individuals working on such task, and expenses incurred. Each invoice will contain all hours and expenses from the Consultant for the month. Upon receipt of an invoice, the Authority shall pay all undisputed amounts within thirty (30) days.

#### **IV. PROFESSIONAL RESPONSIBILITY**

A. Consultant 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.

B. The work performed by Consultant 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 work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Authority's review, approval, or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the Authority has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any of the work required under the Scope of Services.

#### **V. OWNERSHIP**

The materials, items, and work specified in the Scope of Services, together with any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Authority. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, it shall not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Authority all of its right, title, and interest in such work.

#### **VI INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and shall remain at all times, employees, or agents of Consultant for all purposes. Consultant shall make no representation that it is an Authority employee for any purposes.

## **VII. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy, or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Authority. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and 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 contain a severability of interests provision and shall be endorsed to include the Authority and the Authority's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. Any insurance carried by the Authority, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

D. Consultant shall provide to the Authority a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Authority. The Authority reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the Authority may immediately terminate this Agreement, or at its discretion, the Authority may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Authority shall be repaid by Consultant to the Authority upon demand, or the Authority may offset the cost of the premiums against any monies due to Consultant from the Authority.

### **VIII. INDEMNIFICATION**

Consultant agrees to indemnify and hold harmless the Authority and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, or any officer, employee, representative, or agent of Consultant.

### **IX. TERMINATION**

This Agreement shall terminate when all the work described in the Scope of Services is completed to the Authority's satisfaction, or upon the Authority's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Authority's issuance of written notice, the Authority shall pay Consultant for all work authorized and completed prior to the date of termination.

### **X. WORKERS WITHOUT AUTHORIZATION**

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement

B. Prohibited Acts. Consultant shall not:

- (1) Knowingly employ or contract with a worker without authorization to perform work under this Contract; or
- (2) Enter into a contract with a subcontractor.

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Contract.

E. If Consultant does not have employees, Consultant shall sign the "No Employee Affidavit" attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto.

**XI. MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Jefferson County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Authority shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the Authority, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

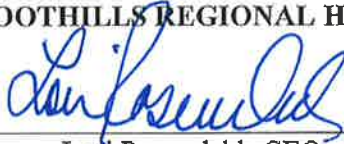
I. Governmental Immunity. The Authority, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Authority and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Authority under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Authority's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Authority not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Authority hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

**FOOTHILLS REGIONAL HOUSING**



Lori Rosendahl -CEO

**H.C. PECK and ACCOCIATES, INC.**

By: 

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing Professional Agreement for Services was subscribed, sworn to and acknowledged before me this 25<sup>th</sup> day of July, 2023 by Lee Hamre, as President of H.C. Peck & Associates, Inc.

My commission expires:

(S E A L)

  
Notary Public

**AIMEE MICHELLE ANTHONY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20234016844  
MY COMMISSION EXPIRES MAY 04, 2027**

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program]

I, Lee Hamre, as a public contractor under contract with Jefferson County Housing Authority (the "Authority"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Authority within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Lee Hamre  
Contractor Signature

7/25/23  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was subscribed, sworn to and acknowledged before me 25<sup>th</sup> day of July, 2023 by Lee Hamre, as President of H.C. Peck + Associates, Inc.

My commission expires:

(S E A L)



Aimee Anthony  
Notary Public



**EXHIBIT A**  
**SCOPE OF SERVICES**

**URA Relocation Services – (71 Units)**

- ❖ Work with FRH staff to address each item under HUD Handbook 1378 Section 2- Temporary Relocation and prepare in narrative form.
- ❖ Develop temporary relocation questionnaire, agreement, notices, etc. as needed.
- ❖ Develop resident tracking sheet, re: packing progress, move dates, claims, payments, notices, etc.
- ❖ Two Town hall Tenant Meetings on-site to explain temporary relocation process.
- ❖ Prepare and deliver/mail all required Notices to tenants (30 Day Move Out Notice, Move Back Notice, and corresponding Delay Notices).
- ❖ Interview residents near move date to determine individual needs.
- ❖ Schedule displacements in conjunction with contractor and in recognition of resident commitments.
- ❖ Confirm tenant progress with packing activities.
- ❖ Coordinate movers and approve invoices for FRH payment.
- ❖ Coordinate resident supply delivery and packing/unpacking needs.
- ❖ Manage resident damage claim submittals for FRH approval and payment.
- ❖ Attend weekly project coordination calls (to include tracking sheet and notice review).
- ❖ Maintain resident tracking sheet (packing progress, move dates, claims, payments, notices, etc.)
- ❖ Be available to address resident temporary relocation questions and concerns.

**Project Timeline**

## EXHIBIT B - Scope of Work Methodology and Compensation

### ➤ Methodology

#### URA Relocation Services – (71 Units)

- ❖ Work with FRH staff to address each item under HUD Handbook 1378 Section 2-Temporary Relocation and prepare in narrative form.
- ❖ Develop temporary relocation questionnaire, agreement, notices, etc. as needed.
- ❖ Develop resident tracking sheet, re: packing progress, move dates, claims, payments, notices, etc.
- ❖ Two Town hall Tenant Meetings on-site to explain temporary relocation process.
- ❖ Prepare and deliver/mail all required Notices to tenants (30 Day Move Out Notice, Move Back Notice, and corresponding Delay Notices).
- ❖ Interview residents near move date to determine individual needs.
- ❖ Schedule displacements in conjunction with contractor and in recognition of resident commitments.
- ❖ Confirm tenant progress with packing activities.
- ❖ Coordinate movers and approve invoices for FRH payment.
- ❖ Coordinate resident supply delivery and packing/unpacking needs.
- ❖ Manage resident damage claim submittals for FRH approval and payment.
- ❖ **Attend weekly project coordination calls (to include tracking sheet and notice review).**
- ❖ Maintain resident tracking sheet (packing progress, move dates, claims, payments, notices, etc.)
- ❖ Be available to address resident temporary relocation questions and concerns.

### ➤ Pricing

Anticipated schedule of pricing for Temporary Relocation Implementation

Task	Estimated # Hours	Estimated Cost Per Hour (Blended Rate)	Estimated Total Cost
URA/ HUD Relocation Services	10.50	\$172	\$1,806.00
<b>Estimated Total Costs (Based on 71 units)</b>			<b>\$128,226.00</b>

*The above cost estimates are based upon average relocation times and average expenses for a typical project conducted under the specific scope of work proved herein and is intended to be used to establish a working budget for this project. (Please note that any increase in scope or in the number of relocations may result in increased costs.) Actual hours performing the work based upon certified time sheets and actual expenses will be billed monthly as work progresses. Invoices are due 30 days from receipt.*

*Proposed Cost Estimate and the above rates do not include the following expenses reimbursable at cost: Reproduction Costs (third party). Recording, notary, license & permit fees. Mileage at standard IRS rate per mile. Travel costs (airfare, vehicle rental costs, daily per-diem), FedEx delivery and express mail.*  
\$AC

### URA/ HUD RELOCATION SERVICES

#### H.C. PECK FEE SCHEDULE 2023

<u>Personnel Classification</u>	<u>Rate per Hour</u>
Principal	\$190.00
Senior Project/Quality Manager	\$172.00
Right-of-Way Agent III	\$157.00
Right-of-Way Agent II	\$136.00
Right-of-Way Agent I	\$116.00
Support Staff	\$ 95.00

#### ACQUISITION – RELOCATION SERVICES

**\*Rates subject to 2.5% annual escalation beginning January 1, 2024**