Agreement for Professional Services
(CDBG Home Repair Program Administration)

This Agreement for Professional Services (the "Agreement") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and Brothers Redevelopment, Inc., an independent contractor with a principal place of business at 2250 Eaton Street Garden Level Suite B, Edgewater, CO 80214 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires professional services; and

Whereas, Contractor has held itself out to the Town 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 agree as follows:

I. Scope of Services

A. Contractor 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 **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor 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 Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term and Termination

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein. Substantial Completion of the Work shall be accomplished by November 30, 2025, unless the period Substantial Completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished by December 31, 2025.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed

prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. Compensation

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed $167,000, as set forth in **Exhibit A**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. Professional Responsibility

A. Contractor 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. The work performed by Contractor 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 Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town'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.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor 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, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

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

VII. Insurance

A. Contractor 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 Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, 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 include the Town and the Town'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 $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. Indemnification

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable 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 omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor; provided that Contractor'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 Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

IX. Warranty

Contractor shall keep all work performed in good repair for a period of one year from the date of completion of each HRP Project, as defined in the Scope of Services. Upon written notice from the Town, Contractor shall correct any aspect of the work found not to be in good repair without further cost to the Town or the homeowner.

X. 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 Boulder County, Colorado.

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

C. *Integration*. This Agreement constitutes the entire agreement between the Parties, 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 U.S. 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 shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity*. The Town and its officers, attorneys and 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 or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies*. The rights and remedies of the Town 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 Town'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 Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure*. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

_____
Andrew J. Moore, Mayor

Attest:

_____
Debbie Stamp, Town Clerk

Contractor

By: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2025, by _____ as _____ of Brothers Redevelopment, Inc.

My commission expires:

(Seal)

_____
Notary Public

Exhibit A
Scope of Services

General:

During the term of this Agreement, Contractor shall rehabilitate 10 income-eligible, single-family, owner-occupied homes (each an "HRP Project" and collectively the "HRP Program"). In performance of the HRP Program, Contractor shall:

1. Work with the Town to update, review, and produce any necessary HRP Program administration documents;

2. Accommodate the needs of: non-English speaking applicants, applicants with disabilities, and ensuring equal access to services and written materials;

3. Perform homeowner application completeness review, and contact applicants to obtain any missing, incomplete, or outdated application documents;

4. Conduct application eligibility reviews for each submitted and fully complete application, and submit timely recommendations to the Town regarding the eligibility and viability of each project application;

5. Establish and maintain homeowner contact, conduct inspections, and determine scope of work with cost estimates;

6. Submit proposed work write-ups to the Town including materials to be used, standards to be met, items brought to code, cost estimates, any leverage amounts, and time estimates, and then obtain the homeowner's signature on the write-up;

7. Initiate, oversee, and coordinate the timeline for each HRP Project with other connected service providers;

8. Assign subcontractors who will perform each of the HRP Project repairs, but prior to hiring ensure, with documented dates, that all subcontractors have an active registration in the System of Award Management ("SAM"), are not currently debarred from receiving federal funds, and have all required licenses to work in the Town;

9. Verify and document all required permits, taxes, licensing, and property owner permissions;

10. Receive, track, and respond to complaints in a timely, courteous, and professional manner, consulting with the Town as needed;

11. Conduct required lead-based paint testing and remediation services, as required by law;

12. Conduct, supervise, and complete the work, including the interior and exterior property of the home, and any impacted neighboring properties, alleys, streets, curbs and gutters.

13. Participate in scheduled at least 2 on-site monitoring visits or desk reviews per year, conducted by the Town, to review performance, financial performance, and regulatory compliance;

14. Remain current on all related CDBG regulations and requirements;

15. Provide monthly updates to the Town.

16. Maintain an organized case file for each HRP Project throughout the duration of the HRP, including:

a. Complete homeowner application and eligibility verification documentation;
b. Cost estimates;
c. Homeowner approval of work to be performed and timelines;
d. Tier 1 Environmental Review approval number;
e. Tier 2 Notice to Proceed;
f. Licenses and permits;
g. Site visit/inspection reports, monitoring reports and progress reports;
h. Before and after photos,
i. Proof of coordination efforts with other service organizations and providers;
j. Change orders;
k. Subcontractor contracts and contact information;
l. Pertinent correspondence;
m. Documentation required under Section 3 of the Housing and Urban Development Act of 1968;
n. Lead-based paint testing documentation;
o. Hazardous materials testing, reporting, and disposal methods;
p. Invoices and supporting documentation;
q. HRP Project completion and release signed by homeowner; and

17. Upon completion of each HRP Project, provide to the Town a copy of each complete HRP file, and pursuant to 24 C.F.R. 570.506, retain records to demonstrate the program requirements have been met for a minimum of 5 years after the submission of the Consolidated Annual Performance and Evaluation Report (the "CAPER").

18. Maintain appropriate information on persons residing in the property, including any changes during the rehabilitation project, and any Uniform Relocation Act information on those displaced or temporarily relocated, pursuant to 24 C.F.R. 570.606 and 24 C.F.R. Part 24);

19. Provide access during regular business hours to authorized Town personnel and federal representatives to the HRP Project site and all records;

20. Implement and maintain reasonable security procedures and practices compliant with C.R.S. §§ 6-1-713.5(2)(a-b) and 24-73-102(2)(a-b) with respect to any personal identifying information, as defined C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b), notify the Town within 24 hours if a security breach has occurred with regard

to any personal information, and conduct such investigation and provide such notice as required by law in the event of such breach;

21. Make every effort to contain all operations to the smallest area possible, ensuring that access from the street to the affected property is not restricted, except when the property owner is notified at least 24 hours in advance and it occurs at limited times during normal working hours, and not inhibiting the safe access to public facilities including without limitation parking lots, picnic shelters, playgrounds, streets, alleys, bike lanes, and pedestrian ways;

22. Return all areas which have been disturbed to their original grade, landscaping and condition, or better;

23. Locate disposal sites and make arrangements for disposal of all material removed from each HRP Project site, including concrete, asphalt, unsuitable or unstable trench material, and any other trash, rubbish, or debris;

24. Dispose of asbestos, lead and other hazardous materials in accordance with all applicable law, and shall promptly submit copies of the disposal manifests to the Town;

25. Furnish the necessary sanitary conveniences, properly secluded, for the use of workers during construction, and these conveniences shall be maintained in a manner that will be inoffensive and in compliance with federal, state, and local health and sanitation requirements;

26. Include acknowledgement of funding received by the Town from the Department of Housing and Urban Development ("HUD") in all HRP Program-related publications and outreach efforts, including without limitation publications funded with any award that might result pursuant to this solicitation;

27. Not solicit or apply for funds from any other source for the services already reimbursed or to be reimbursed under this Agreement; and

28. Ensure that, for activities located in an area identified by the Federal Emergency Management Agency ("FEMA") as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes, including rehabilitation.

Expenditure Restrictions:

1. If HUD or another federal agency determines that any expenditure by Contractor was improper, inappropriate, or ineligible for reimbursement, Contractor shall reimburse the Town to the full extent of the disallowance.

2. Contractor shall assist the Town in the collection of data for the Integrated Disbursement and Information System ("IDIS"), which provides data to assess how housing and community development funds are being used. Town staff will enter the data provided by Contractor into the applicable IDIS and HUD Environmental Review Online System, which are used to develop, document and manage environmental reviews

and reports. Contractor shall provide the necessary data at least 14 days prior to the related report's due date to HUD, unless otherwise stated..

Required Forms:

1. *Project Performance Report Form*. Contractor shall complete a report, which summarizes the clients served, their household income, hazardous material compliance, and demographic information associated for each project completed. These reports are due with the completion of each HRP Project and shall be submitted with the Reimbursement Request and Progress Report form within 21 days of the associated HRP Project's completion. Reports may be scanned and sent by e-mail if Contractor's signature and date are on the document. Contractor shall keep original signatures in each individual HRP Project file.

2. *HRP Homeowner Approval Form*. Prior to receiving the Notice to Proceed for each HRP Project, Contractor shall provide a signed HRP Homeowner Approval Form.

3. *Program Completion Report*. Within 30 days of completion of the HRP Program, Contractor shall submit a Program Completion Report, which shall summarize the HRP Program and the goals achieved.

4. *CAPER*. By October 31st of each year, Contractor shall submit information related to the Town to complete the CAPER.

Program Limitations:

1. All of the HRP Projects shall be located in Old Town Erie, a map of which is attached hereto as **Exhibit B.**

2. Each home is limited to one HRP Project not to exceed $15,000, and all recipient households must be Town residents who are homeowners who earn 80% or below of the Weld County Area Median Income, as published annually by HUD.

3. Funded repairs must be non-luxury and non-cosmetic, and must be related to health and safety, accessibility or energy efficiency.

Environmental Review:

1. No HRP Program funds may be obligated or spent until the Town has received written Tier 1 environmental clearance from HUD under 24 C.F.R. Part 58, and Contractor has received a Notice to Proceed from the Town.

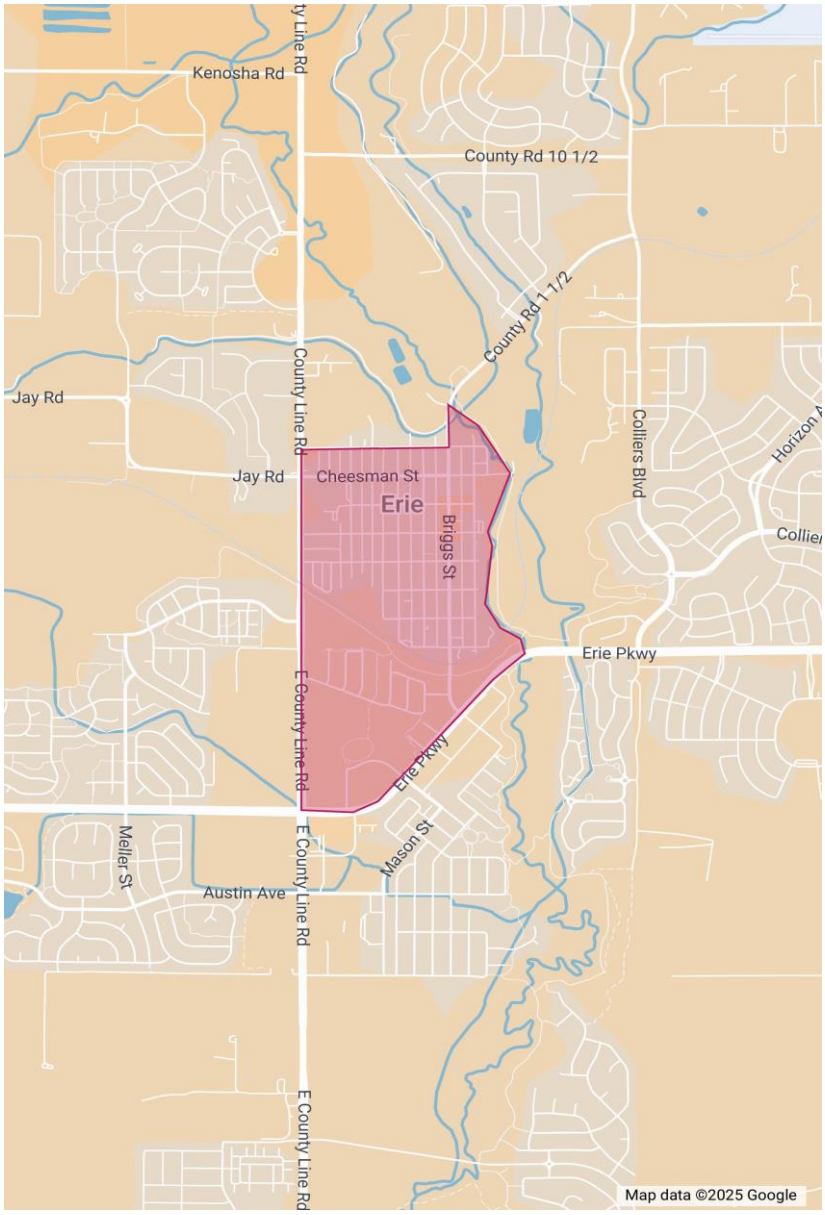
2. The Town will prepare a Tier 1 Environmental Review for each year's HRP. Contractor shall provide the Town with required Tier 2 environmental review documentation for each approved HRP Project.

Compensation:

1. The Town shall pay Contractor up to $150,000 for completion of HRP Projects, plus up to $17,000 for administrative costs.

2. To receive payment for completed HRP Projects, Contractor shall submit invoices, using Town-approved forms, with detailed invoices. All reimbursement requests shall comply with CDBG accounting, administration, and records regulations.

3. The Town shall pay Contractor for administrative costs are as follows: $5,000 with 7 days of the Effective Date; $1,000 at the completion of each HRP Project; and $2,000 at the completion of the HRP Program, including all required reporting and documentation.

Exhibit B
Eligible Home Repair Program Target Area

Legend
Home Repair Target Area