

CONTRACT FOR PROFESSIONAL SERVICESCommunity Development Block Grant ProgramPART I -- AGREEMENT

This Agreement for professional services is by and between the Town of La Jara, County of Conejos, State of Colorado, (hereinafter called the "TOWN"), acting herein by and through Venceslao Gonzales, its Mayor, hereunto duly authorized, and the Conejos-Costilla Community Action Agency, Inc., a public non-profit corporation organized under the laws of the State of Colorado (hereinafter called the "CONSULTANT"), acting herein by Severo Serna, its President, and attested by Adelmo Medina, its Secretary, both of whom hereunto are duly authorized;

WITNESSETH:

WHEREAS, the TOWN has entered into an agreement with the State of Colorado for the implementation of a Community Development Block Grant (CDBG) program pursuant to Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, the TOWN desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Program:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of CONSULTANT

The TOWN hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the following Scope of Services:

2. Scope of Services

With respect to the Community Development Program, the project consists of the TOWN establishing a housing rehabilitation program for the rehabilitation of about twenty-five housing units within the Town of La Jara's project target area, such consisting of the area lying within the exterior boundaries of the incorporated limits of the Town of La Jara.

The TOWN must develop and administer a housing rehabilitation program for the benefit of low-and-moderate-income households. Housing rehabilitation work activities must consist of health and safety and structural repairs and measures that promote energy conservation. Development and

administration of said program shall include the formulation of program policies and procedures, eligibility criteria, and property rehabilitation standards.

Housing rehabilitation contracts for the procurement of services and materials are not subject to the requirements of the Davis-Bacon Act, unless the contract is for the rehabilitation of property designed for the residential use of eight or more families.

The TOWN may expend state community development block grant administration funds to leverage other public and private housing loan and grant funds to conserve the housing supply for low-and-moderate-income households and to promote housing opportunities for low-and-moderate-income households in the Town of La Jara.

With the objective being to satisfy the policies and requirements hereinabove set forth, the CONSULTANT shall, in a satisfactory and proper manner perform the following services:

- a. With the assistance of the community, help conduct Public Hearings. This includes, but is not limited to, such things as assisting in public hearings, preparing public notices, etc.
- b. Prepare environmental review record for all activities. Responsibilities include making a recommendation to the local governing body as to a finding of the level of impact, preparation of all required public notices, preparation for Request for Release of Funds, and acquiring adequate documentation. For activities which are not exempt from Environmental Assessments, an Environmental Assessment will be prepared. For activities which are exempt and/or categorically excluded from Environmental Assessments, prepare a written Finding of Exemption, which should identify the project or activity, and under which of the categories of exemption it falls. Also include documentation of compliance with requirements of historic preservation, flood plains and wetlands, and other applicable authorities.
- c. Coordinate with the community the Request for Payments to ensure consistency with the drawdown procedures established for the CDBG program.
- d. Ensure that the community has an acceptable financial management system as it pertains to finances of the CDBG program. An acceptable system includes, but is not limited to, cash receipts and disbursement journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.

- e. Establish project files in local government office. These must demonstrate compliance with all applicable State, local, and Federal regulations. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the community's files.
- f. If applicable to the program, assist grant recipients in complying with regulations covering land acquisition (real property, easements, rights of ways, donation of property, etc.).
- g. Prepare all bid documents and supervise the bidding process consistent with State and Federal regulations.
- h. Secure the Secretary of Labor's wage decision from the State and include it in bid specifications.
- i. Prepare construction contracts which comply with Federal and State regulations. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards. Architectural Barriers, Flood Insurance, Clean Air and Water Act)of contract over \$100,000), HUD Handbook (6500.3), State procurement requirements, Section 3, Section 109, Title VI of the Civil Rights Act, EO 11246 (if contract over \$10,000), Section 504, etc. With respect to the foregoing, and more particularly with respect to specific provisions relating to the Emergency Jobs Act, the CONSULTANT, for and in behalf of the TOWN, shall be required to account separately for funds provided by the State--Town Community Development Block Grant contract or not used in substitution for other funds in connection with the Project. The CONSULTANT, for and in behalf of the TOWN, shall also, to the greatest extent feasible, utilize funds provided by said contract in a manner which maximizes the immediate creation of new employment opportunities to individuals who were unemployed at least fifteen (15) of the twenty-six (26) weeks immediately preceding enactment of the Act on March 24, 1983, and who are currently unemployed or underemployed. Such individuals are hereinafter referred to as "dislocated workers." In order to comply with this requirement, the CONSULTANT shall contact the Job Training Partnership Act Service Delivery Agency ("SDA") that services its area and shall determine, in consultation with the SDA, the types of occupations and skills that will be required of persons to be employed on the Project. The CONSULTANT shall then submit a written request to the SDA for the number of local dislocated workers available in each identified occupation and/or skill category. For purposes of this paragraph, "local" means the municipality and county in which the Project will be undertaken and, where appropriate, immediately adjacent

areas. The CONSULTANT'S request to the SDA will specify the location(s) in which the Project is being undertaken. In the event the Project involves short-term construction employment, the CONSULTANT shall make the the SDA's response available to all bidders on the Project, shall encourage all bidders to consult with the SDA, and shall require all bidders to specify in their bids the total number of new jobs to be created and the number of those new jobs that the bidder is willing to fill with local dislocated workers. In reviewing the bids and selecting the bidder to be awarded the contract for the Project, the CONSULTANT shall consider the commitments made by bidders to employ local dislocated workers and shall subsequently include the commitments by the bidder selected in its contract with such bidder. The CONSULTANT shall then notify the SDA of the contract award. In the event the Project involves creation of permanent jobs, the CONSULTANT, for and in behalf of the TOWN and its subcontractors, shall consult with the SDA in order to identify appropriately-skilled local dislocated workers and shall, to the greatest extent feasible, employ qualified local dislocated workers on the Project. In any event, the CONSULTANT shall be required to report to the State the actual total number of persons employed on the Project and the actual number of local dislocated workers employed on the Project. Such reports shall be submitted quarterly, at times and in the form specified by the State, and shall include separate identification by race, sex, ethnicity, social security number, and duration of employment. In the event there is not an SDA for the CONSULTANT'S area, the Jobs Service Center for the area will fill all functions herein specified for the SDA. In the event that the SDA or Jobs Service Center does not provide to the CONSULTANT within seven (7) calendar days of the CONSULTANT'S written request the number of local dislocated workers by identified occupation and/or skill category, the CONSULTANT, for and in behalf of the TOWN, may proceed without such response to implement the Project. In such event, however, the CONSULTANT shall not be relieved of its responsibility under this paragraph to employ, to the greatest extent feasible, local dislocated workers and to follow the above specified bidding and contracting procedures and to submit quarterly reports to the State.

- j. Obtain contractor and subcontractor clearance from the State.
- k. Check weekly payrolls to ensure compliance with wage decisions. Conduct on-site interviews and compare the results with appropriate payrolls.

- l. Monitor construction to ensure compliance with Equal Opportunity and Labor Standard provisions.
- m. Make progress inspections and certify partial payment requests.
- n. Make a final inspection and issue a final Certificate of Completion.
- o. Prepare close-out documents to include Project Completion Report, Final Wage Compliance Report, and Certificates of Completion.

Services in each of the above work areas shall be performed under and at the direction of the Mayor of the Town, the Board of Trustees, or his or its designated representative.

3. Time of performance

The services of the CONSULTANT shall commence on September 1, 1983, and be provided on a per-day basis as requested by the Mayor, the Town Board, or his or its designated representative. Such services shall be continued in such sequence as to assure their relevance to the purposes of this agreement. In any event, all of the service required and performed hereunder shall be completed no later than August 31, 1984.

4. Access to Information

It is agreed that all information, data, reports, record, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the CONSULTANT by the TOWN and its agencies. No charge will be made to the CONSULTANT for such information, and the TOWN and its agencies will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000) for all services required. All contract work will be performed on a time and materials basis. CONSULTANT time for principals and staff will be provided at their respective rate of compensation.

In addition to compensation for staff time, the TOWN will compensate the CONSULTANT for its expenses in performing contract tasks. Expense reimbursement shall not exceed the cost of travel in the lowest practicable class of service by common carrier, and will not exceed FIFTY DOLLARS (\$50.00) per diem for sustenance expenses.

The CONSULTANT shall submit monthly invoices to the Town for payment. These invoices shall summarize the number of person-days provided in performing assigned tasks, and shall list the travel and per diem expenses incurred in the preceding month.

Invoices shall be submitted by the tenth day of each month for the time and expenses allocated during the previous month. The TOWN will make payment to the CONSULTANT within twenty (20) days after the receipt of each invoice. The CONSULTANT agrees to keep accurate records, including time sheets and travel vouchers, of all time and expenses allocated to the performance of the contract work. Such records shall be kept in the offices of the CONSULTANT and shall be made available to the TOWN for inspection and copying upon request.

With respect to the Community Development Block Grant project in which the TOWN has been designated as contractor, the TOWN, by these presents, engages the CONSULTANT to render certain technical assistance for services in connection with said Grant project. Some of the technical assistance services that the CONSULTANT will render to the TOWN is the preparation of vouchers and the payment thereof with respect to items that would otherwise be payable by the TOWN in its capacity of contractor if it was implementing and proceeding with the Community Development Block Grant project without the assistance of the CONSULTANT. Accordingly, in order to assist the TOWN in this regard, it is agreed by the parties hereto that moneys to be received by the TOWN from the State of Colorado with respect to the Community Development Block Grant program shall be requested by the TOWN on appropriate draw-down request forms as may be required by the State, prepared and filled in, however, by the CONSULTANT, but signed and submitted by the TOWN'S Mayor. When the funds requested are received by the TOWN, it shall, by means of its own check, drawn on its account or accounts, transfer all of such funds received by the TOWN to the CONSULTANT, and it, in turn, shall prepare all vouchers and then make payments thereof with respect to such items as the TOWN would otherwise be liable in its capacity as contractor, such to be done in conformity with the intent and objectives herein set forth.

6. Ownership Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the TOWN. CONSULTANT may retain reproducible copies of drawings and other documents.

7. Professional Liability

CONSULTANT shall be responsible for the use of reasonable skill and care befitting the profession in the representation of particular drawings, plans, specifications, studies, and reports and in the designation of particular materials for the project covered by this Contract.

8. Indemnification

The CONSULTANT shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of CONSULTANT, and shall exonerate, indemnify, and hold harmless the TOWN, its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, CONSULTANT shall exonerate, indemnify, and hold harmless the TOWN with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this Contract by CONSULTANT. This shall not be construed as a limitation of the CONSULTANT's liability under this Agreement or as otherwise provided by law.

9. Terms and Conditions

This Agreement is subject to the provisions titled, "Part II, Terms and Conditions" consisting of six (6) pages, attached hereto and incorporated by reference herein.

10. Address of Notices and Communications

Venceslao Gonzales, Mayor
or
Helen J. Hutchins, Town Clerk
La Jara Town Hall
La Jara, CO 81140
Telephone: 274-5363

Albert Roybal,
Executive Director
Conejos-Costilla Community
Action Agency, Inc.
P. O. Box 338
San Luis, CO 81152
Telephone: 672-3323

11. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

12. Authorization

This Agreement is authorized by TOWN Resolution No. 1983-1
adopted September 1, 1983, copies of which are

attached hereto and made a part hereof.

TOWN OF LA JARA

By: Venceslao Gonzalez
Venceslao Gonzalez, Mayor

ATTEST:

Helen J. Hutchins
Helen J. Hutchins,
La Jara Town Clerk

(TOWN SEAL)

CONEJOS-COSTILLA COMMUNITY
ACTION AGENCY, INC.

By: Severo Serna
Severo Serna, President

ATTEST:

Adelmo Medina
Adelmo Medina, Secretary

(CORPORATE SEAL)

CONTRACT FOR PROFESSIONAL SERVICES

PART II - TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Contract, the TOWN shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONSULTANT under this Contract shall, at the option of the TOWN, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the Contract by the CONSULTANT, and the TOWN may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONSULTANT is determined.

2. Termination for Convenience of the Town. The TOWN may terminate this Contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. If the Contract is terminated by the TOWN as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The TOWN may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the TOWN and the CONSULTANT, shall be incorporated in written amendments to this Contract.

4. Personnel.

- a. The CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees or have any contractual relationship with the TOWN.
- b. All of the services required hereunder will be performed by the CONSULTANT or under its supervision and all personnel engaged in the work shall be fully qualified

and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the TOWN. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The CONSULTANT shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the TOWN thereto: Provided, however, that claims for money by the CONSULTANT from the TOWN under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

6. Reports and Information. The CONSULTANT, at such times and in such forms as the TOWN may require, shall furnish the TOWN such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available for audit purposes to the TOWN or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the TOWN.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the TOWN.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

10. Compliance with Local Laws. The CONSULTANT shall comply with all applicable laws, ordinance and codes of the State and local governments, and the CONSULTANT shall save the TOWN harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the CONSULTANT agrees as follows:

- a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the TOWN setting forth the provisions of this non-discrimination clause.
- b. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Town's Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the CONSULTANT'S noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule,

regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase orders as the TOWN'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the TOWN'S Department of Community Development, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974.

- a. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contract will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract;

and the CONSULTANT shall take appropriate steps to assure compliance.

16. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

17. Interest of Consultant and Employees. The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.