

CONTRACT FOR SERVICES AGREEMENT
Development Partner for the Gardner Main Street Development Project

This Agreement, entered into this **8th Day of October 2024**, by and between the County of Huerfano, Colorado, whose address is 401 Main Street, Suite 201, Walsenburg, CO 81089, hereinafter referred to as the "County" and JRA Real Estate, LLC whose address is PO Box 805, Fort Garland, CO 81133, hereinafter referred to as "Contractor".

WHEREAS, the County requires the services of a Development Partner to manage pre-development activities for the Gardner Main Street Development Project, hereinafter referred to as the "project"; and,

WHEREAS, the project will be located on 27 acres in the unincorporated community of Gardner, Colorado;

WHEREAS, the Contractor desires to contract for such services.

NOW, THEREFORE, the parties mutually agree, promise, stipulate, and covenant as follows:

1. The County does hereby agree to contract with the Contractor to do and perform the acts and services hereinafter more specifically set out on Exhibit A, on the terms and conditions hereinafter enumerated for period commencing on the date first listed above until the **30th day of September 2025**.
2. The Contractor shall do, perform and carry out, in a satisfactory and proper manner, as determined by the Board of County Commissioners, all elements of work as outlined in Exhibit A
3. Huerfano County agrees to pay the Contractor as outlined in Exhibit A, in consideration of the described work elements above.
4. It is understood by the parties that the Contractor will provide all materials, supplies, and equipment necessary to carry out the elements of work listed above. However, the Contractor may utilize County equipment and supplies with prior approval.
5. The parties intend that an independent contractor relationship is created by this agreement. The County is only interested in the results to be achieved and the conduct and control of the work will lie solely with the Contractor.
6. The work to be performed under this contract will be performed entirely at the Contractor's risk and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract. The Contractor agrees to indemnify the County for any and all liability or loss arising in any way out of the performance of this contract. The Contractor agrees to hold at least \$1M in general aggregate insurance coverage with at least \$50K per occurrence.
7. This contractual agreement constitutes the entire agreement and understanding between the parties hereto and it shall not be considered modified, altered, changed, or amended in any respect until in writing and designed by both parties.
8. This contractual agreement may be terminated by either party in writing with thirty (30) days written notice sent to the address as provided therein by United States Mail, postage prepaid.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

By: _____

Date Signed: _____

Name: Arica Andreatta

Title: Chairman, Board of County Commissioners

ATTEST:

By: _____

County Clerk and Recorder

JRA Real Estate, LLC

By: _____

Date Signed: _____

Name: Louis Lukondi

Title: Managing Member

Due to the status of the Gardner project being in the “pre-development” phase and not “shovel ready” with financing already in place, there is a significant amount of work involved to get the project to that point. Based on this, I propose the following fee structure:

<u>Line Item</u>	<u>Description</u>	<u>Cost</u>
PRE-DEVELOPMENT		
Project Mobilization	Research & organize all project information into a discrete shared “Data Room”. Identify information gaps and requirements for 3 rd Party Reports & Studies. Conduct scoping calls with stakeholders and refine project goals and timelines.	\$2,000 – Flat Fee
Pre-Development Actions	All steps required to reach a “shovel-ready” status for the project. “Completion Milestone” – Project is fully engineered, construction documents complete, all required 3 rd party reports completed, qualified construction bids provided to County, funding in place and ready to close/ break ground.	\$3,000/month – billed monthly (not to exceed \$36,000) \$40,000 success fee upon reaching “Completion Milestone”, as described
DEVELOPMENT		
Development	All Development Manager Responsibilities, which include but are not limited to: <ul style="list-style-type: none"> • Construction Management • Quality Control during Construction • GC Pay App and Loan Draw Processing • Change Order and RFI Management • Project Closeout & Turnover 	5% of Hard Costs – to be determined based on final project scope (Standard Developer Fee – included in project budget)
Post Development	Asset and Property Management Services (if desired by County)	To be determined
Other Misc Costs	There will be a range of other 3 rd Party costs that will likely be necessary and incurred by the County, including but not limited to: <ul style="list-style-type: none"> • Environmental Studies (\$2-\$5k per report) • Geotechnical Reports (\$5-\$8k) per report) • Property Inspection Report (varies by scope) • Surveys (\$3-\$5k per survey) • Project Architecture & Engineering • Loan Closing & Title Costs • Match Funds for Grants • Etc. 	To be determined, but JRA will put no mark up on these costs