

REQUEST FOR QUALIFICATIONS RESPONSE COVER SHEET

City of



REQUEST FOR QUALIFICATIONS

Project No. 08-046

**FY 2008 ARCHITECTURAL DESIGN SERVICES
FOR EAST SIDE CHILD CARE CENTER
ADDITION**

The undersigned, having carefully read and considered the Request for Qualifications (RFQ) for the above referenced project, does hereby offer to perform such services on behalf of the City of Pueblo in the manner described and subject to the terms and conditions set forth in the attached RFQ. The fee for professional consulting services will be negotiated by all involved parties. **Do not submit an estimated fee for the project in the SOQ.**

In submitting this Statement of Qualification (SOQ), it is understood that the City of Pueblo reserves the right to reject any and all SOQs, and to waive any informalities in SOQs as submitted. Firms submitting SOQs acknowledge that they are qualified in this area of work and have experienced personnel able to provide the required services. The City may request information substantiating the indicated requirements. Failure to provide this information may result in a prospective Consultant's SOQ being declared non-responsive. It is the prospective Consultant's responsibility to verify if any addenda were issued prior to submission of their bid.

The undersigned further states that this Statement of Qualification is made in good faith and is not founded on, or in consequence of, any collusion, agreement or understanding between themselves or any other interested party.

CONSULTANT (if individual) _____

PARTNER (if a partnership) _____

BY (title) _____

ADDRESS (office & PO Box) _____

PHONE _____ FAX _____

E-Mail _____

FEDERAL TAX I.D. (or Social Security # if individual) _____

PROJECT 08-046

FY 2008 ARCHITECTURAL DESIGN SERVICES FOR EAST SIDE CHILD CARE CENTER ADDITION

The City of Pueblo ("City") is soliciting Statements of Qualifications (SOQ) to provide architectural services for a small addition at the Eastside Child Care Center in accordance with all the terms and conditions contained in this Request for Qualifications. Submittals will be received up to the hour of 2:00:00 PM (Local Time) on May 20, 2008 at the City's Purchasing Office, 230 South Mechanic Street, Pueblo, Colorado 81003, 719-553-2350.

I. OBJECTIVE

The City of Pueblo is seeking SOQs from qualified architectural firms to perform the Scope of Services outlined below. All related engineering services (geotechnical, civil, structural, electrical, mechanical, etc.) are to be included within the scope of services and shall be included with the negotiated fee for services as required.

The fee for the architectural services shall be negotiated following Qualification Based Selection of the architectural firm. If the City and the Consultant are unable to agree on a fee for the project, the City retains the right to negotiate with other firms that submitted an SOQ.

II. QUALIFICATIONS

All firms responding to this request must meet the following minimum qualifications:

1. Architectural services shall be performed under the direction and supervision of an architect duly licensed and authorized by law to conduct a practice of architecture in the State of Colorado. Any related engineering services are to be included within the scope of services and shall be included with the negotiated fee for services as required.
2. Architectural firm must have successfully completed at least five (5) similar projects within the last three (3) years.
3. Architectural firm must be able to demonstrate their ability through verifiable experience in the planning, design, bidding and construction observation of addition/remodeling projects of similar size, scope and function.

III. SCOPE OF SERVICES

1. **Preliminary Design** - The scope of services will include professional architectural services required to successfully complete the preliminary design of the proposed addition, to include schematic site preliminary floor plan, typical wall section, typical building section, both East and West building elevations, a schematic roof plan, and a detailed cost estimate.
2. **Final Design** – Develop a final design based upon the approved preliminary design and upon comments from the City and ESCCC. Provide a refined, detailed cost estimate for construction and a charted time line for construction. Present final design to the City's project manager for approval.
3. **Construction Services and Preparation of Contract Documents** – Prepare Contract Documents (drawings, specifications, and bidding documents) for bidding the project. Final selection of materials and equipment shall be closely coordinated with the City's project manager and ESCCC representative. Provide at least one Final Office Review (FOR) meeting with the City. Review bid results and make a written recommendation to the Owner. Attend weekly progress meetings, review Contractor's pay request, assist with negotiations of change orders including preparation of drawings for field changes or corrections and to the contract documents.

Attached is a standard form of the City's Professional Services Agreement. This is the same agreement that the selected consulting firm will be required to execute upon selection by the City. Submittal of a proposal indicates the firm's ability to execute the agreement as written.

IV. PRE-SUBMITTAL MEETING

A mandatory pre-submittal meeting is scheduled for May 15, 2008 at 2:00 PM at the East Side Child Care Center. If unable to attend, the architectural firm must contact the Project Manager prior to the pre-submittal meeting to schedule a walk through. All prospective prime architectural firms wishing to be considered must be in attendance.

V. PROJECT TIME FRAME

The contract drawings must be completed and ready for bidding within four (4) months after the contract is awarded. It is anticipated to award the contract to the architect at the June 9, 2008 City Council Meeting pending receipt of the 2008 CDBG funding.

VI. STATEMENT OF QUALIFICATIONS

Firms are required to include the following information. The responses shall be considered technical offers of what firms propose to provide and shall be incorporated in the contract award as deemed appropriate by the City. Using company letterhead, please attach your responses to these items to the Request For Qualifications Cover Sheet. Failure to respond to any of the following technical submittal requirements may be grounds for considering any SOQ non-responsive.

This will be a Qualification Based Selection process. Proposals will only be considered from firms that have documented experience of similar projects and qualified personnel who are capable of providing the required services.

Statement of Qualifications should include:

1. Firm's name, address, phone and contact person. Basic firm information, including the year the prime consulting firm was formed.
2. Experience and Qualifications
 - a. Project Team and Experience: Identify the prime consultant, proposed sub consultants if any, and task responsibility. Overall description and history of the firm.
 - b. Identify the key individuals from each of the firms who will be the key contacts for this project. Describe their professional qualifications, experience on similar projects, and availability for this project. Only individuals who will actually work on this project should be identified.
 - c. Describe in detail with exhibits similar recent projects for which the prime Consultant is responsible that demonstrate the firms' capability to perform the scope of work described in this RFQ. Demonstrate how the firm is able to meet schedule deadlines without delays and cost escalations. Submit references (name and current telephone number) of a client contact for each of the projects.
3. Rate Schedule. Submit a schedule of hourly rates for all key personnel, including subconsultants personnel, as well as a fee schedule for anticipated reimbursable expenses and related services for the entire project.
4. Project Time Schedule. Submit a critical path diagram with all salient features and major milestones for all three project phases.
5. Insurance Certification. Submit current insurance certificates for professional liability insurance which indicate limits of liability. If selected, the successful firm shall provide certificates of insurance that also name the City of Pueblo as additional insured.

Bidders should submit five (5) complete copies (one of which must be an unbound, untabbed original).

VII. WRITTEN AGREEMENT

The selected consultant shall be required to enter into the Agreement for Professional Design Services (sample attached as Exhibit A). Signature on the RFQ Response Cover sheet shall serve as an

acknowledgment that the prospective Consultant is will to enter into the referenced agreement with the City of Pueblo in their SOQ is accepted.

VIII. COLORADO PERA QUESTIONNAIRE

The Contractor shall reimburse the City for the full amount of any employee contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Contractor shall fill out the questionnaire attached as Exhibit B and submit completed form to the City as part of the Agreement.

IX. OMISSIONS

Should the City omit anything from the RFQ which is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, then the firm submitting the SOQ shall secure clarification from the Project Manager at least seventy-two (72) hours prior to the time of the opening date given above.

X. ACCEPTANCE/EVALUATION OF STATEMENT OF QUALIFICATIONS

The selection of the successful firm will be made by a committee comprised of: the Director of Public Works or his assigned representative, the City's representative from Planning, ESCCC Director and the Director of Housing and Citizen Services.

Each valid SOQ received and found acceptable to the City will be evaluated based upon the following criteria:

- | | |
|--------------------------------------|-----|
| 1. Similar Project Design Experience | 50% |
| 2. Overall experience of firm | 20% |
| 3. Key personnel on project team | 20% |
| 4. Firm's proximity to Pueblo | 10% |
- (≤ 75 miles = 10 "points", >75 miles to ≤ 150 miles = 5 "points", >150 miles = 0 "points")

A list of three firms will be developed following an initial evaluation of each firm submitting a SOQ. Each of these selected firms will be allotted 45 minutes for a presentation of their firm's qualification and project information. Time and date of presentations to be announced.

XI. REJECTION OF STATEMENTS

No SOQ shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Prospective Consultants will be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFQ.

XII. SOQ OWNERSHIP/CONFIDENTIALITY

All SOQs, including attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the proposer. The only documents that will be considered confidential will be financial statements or trade secrets that are specifically marked "CONFIDENTIAL" on each page. All other documents submitted to the City will be subject to the Colorado Open Records Act. **SOQs that are copyrighted or marked "CONFIDENTIAL" in their entirety will be rejected and not receive consideration for award.**

XIII. DEBARMENT

By submitting this SOQ, the bidder certifies that neither the company nor its principals are presently debarred, suspended, in the process of debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency

XIV. EQUAL OPPORTUNITY

The City of Pueblo is an Equal Opportunity Employer. Prospective Consultants will commit to and meet the nondiscrimination and equal employment requirements of section 1-8-3, P.M.C. Minority and Woman Owned Businesses are encouraged to submit an SOQ.

The City of Pueblo will make every effort to ensure that all interested Consultants are treated fairly and equally throughout the entire solicitation, evaluation and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

XV. COST OF DEVELOPING PROPOSALS

All costs related to the preparation of the Statement of Qualifications and any related activities are the sole responsibility of the prospective Consultant. The City assumes no liability for any costs incurred by prospective Consultants throughout the entire selection process.

XVI. STATEMENT OF QUALIFICATIONS OWNERSHIP

All SOQs, including attachments, supplementary materials, addenda, etc. shall be held by the City and will not be returned to the prospective Consultant.

XVII. ADDITIONAL INFORMATION

For additional information, please contact: Mickey Beyer, Project Manager, City of Pueblo, Department of Public Works, 211 East "D" Street, Pueblo, CO 81003, or by phone at (719) 553-2276; Fax (719) 553-2294, or e-mail at mbeyer@pueblo.us.

For information concerning Request for Qualifications procedures and regulations (i.e. submission deadline, forms required, etc.), interested parties may contact Naomi Hedden, Director of Purchasing at (719) 553-2350, via fax (719) 553-2351 or e-mail at purchasing@pueblo.us.

Any changes or revisions to our published RFQ specifications will be through written addendum posted on the Purchasing Department web page and shall be issued directly by e-mail or fax to those prospective Consultants registered with the Purchasing Department (depending on which address is made available). It is entirely the prospective Consultant's responsibility to check the City Purchasing website (www.pueblo.us/purchasing) for any addenda that may be available. It is also the prospective Consultant's responsibility to contact either Mickey Beyer (for technical questions or Naomi Hedden (for procedural questions) if further clarification is needed on any subject matter within the RFQ.

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

THIS AGREEMENT made and entered this ____ day of _____, 20____ by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner") and _____, a professional architect firm (hereinafter "Architect") for Architect to render certain professional architectural and related services for Owner in connection with _____, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Architect shall satisfactorily perform professional architectural services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

- Study and Report Phase
- Preliminary Design (Schematic) Phase
- Final Design Phase
- Construction Documents & Bidding Phase
- Construction Phase

Upon completion of any phase, Architect shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional architectural services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Architect shall also provide any landscape architectural, surveying and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Architect shall complete the work items described generally in Appendix A - Scope of Services and the items identified in Section 2 of this Agreement which are applicable to each phase for which Architect is to render professional services.

1.3 Professional architectural services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered architect in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered architect.

1.4 Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any engineering services provided under this Agreement shall be performed under the direction and supervision of a registered professional engineer.

SECTION 2. ARCHITECT SERVICES.

2.1 Study and Report Phase. If Architect is to provide professional services with respect to the Project during the Study and Report Phase, Architect shall:

- (a) Consult with Owner to determine his requirements for the Project and review available data.
- (b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.
- (c) Provide special analyses of Owner's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- (d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- (e) Provide general economic analysis of Owner's requirements applicable to various alternatives.
- (f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Architect's findings and recommendations with opinions of probable costs.
- (g) Furnish _____ copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Architect is to provide professional services with respect to the Project during the Preliminary Design Phase, Architect shall:

- (a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study Report on the Project.
- (b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- (c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- (d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.
- (e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- (f) Architect shall furnish _ copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Architect is to provide professional services with respect to the Project during the Final Design Phase, Architect shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Architect shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR ' 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Architect's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages and finance costs, if any.

(e) Architect shall furnish copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Architect is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Architect shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Architect shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. _____ copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCADD (2006 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Architect in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Architect's advice.

2.5 Construction Phase. If Architect is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Architect shall:

(a) Perform all duties and functions to be performed by Architect under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Architect's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Architect's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built

drawings, diagrams and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Architect shall, if so provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Architect shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Architect shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Architect's interpretation or decision, file his written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Architect's work.

(a) Architect shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all of Architect's work, including that performed by Architect's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Architect shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his work.

(b) Architect shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Architect's negligent act or omission; except that Architect hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

(c) Architect's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope and nature of the Project.

(d) Architect shall be completely responsible for the safety of Architect's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Architect's employees.

(e) Architect acknowledges that, due to the nature of architectural and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Architect assigns principal responsibility for services performed under this Agreement. Consequently, Architect represents that Architect has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Architect will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Architect shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within 5 days of execution of this Agreement, Architect shall designate in writing a Project representative who shall have complete authority to bind Architect, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Architect shall submit to Owner for approval a schedule showing the order in

which Architect proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's time table for achievement of interim tasks and final completion of Project work, provided however, the Architect will not be responsible for delays beyond his control.

(g) Before undertaking any work which Architect considers beyond or in addition to the scope of work and services which Architect has contractually agreed to perform under the terms of this Agreement, Architect shall advise Owner in writing (i) that Architect considers the work beyond the scope of this Agreement, (ii) the reasons the Architect believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Architect shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Architect shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

[THIS SECTION RESERVED - NOT APPLICABLE TO THIS CONTRACT]

or

[ADD FEDERAL REQUIREMENTS HERE]

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Architect shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Architect of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Architect with available information pertinent to the Project including any previous reports, studies or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Architect to have access to enter private and public property as required for Architect to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Architect, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Architect of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the 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.

(f) Upon advice of the necessity to do so from Architect, obtain required approvals and permits for the Project. The Architect shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Architect whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Architect's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Architect's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Section 1 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Architect as full compensation for all services required to be performed by Architect under this Agreement, except for services for additional work or work beyond the scope of this Agreement, those maximum amounts set forth in Appendix B - "Fee Schedule" and computed in accordance with this Section.

5.2 Architect shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Architect for the amount of the application within 40 days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Architect's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Architect submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B - "Fee Schedule."

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Appendix B - "Fee Schedule."

5.5 No compensation shall be paid to Architect for services required and expenditures incurred in correcting Architect's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

SECTION 6. TERMINATION.

6.1 The Owner reserves the right to terminate this Agreement and Architect's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Architect shall cease all work and stop incurring expenses, and shall promptly deliver to the Owner all data, Drawings, Specifications, reports, estimates, calculations, summaries and all other information, and

materials as Architect may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2 Upon termination of this Agreement for events or reasons not the fault of Architect, Architect shall be paid at the rates specified in Appendix B - "Fee Schedule" for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Owner or Architect. In no event shall payment to Architect upon termination exceed the maximum compensation provided for complete performance in paragraph 5.1 and Appendix B.

6.3 In the event termination of this Agreement or Architect's services is for breach of this Agreement by Architect, or for other fault of Architect including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform services with that level of care and skill ordinarily exercised by professional Architects specializing in the design of or to perform work in a manner deemed unsatisfactory by Owner's Director of Public Works, then in that event, Architect's entire right to compensation shall be limited to the reasonable value of completed work to the Owner as determined by Owner's Director of Public Works for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 Architect's professional responsibility for his completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Architect in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Architect agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Architect, Owner shall hold harmless and indemnify Architect from all loss, claims, injury and judgments arising from the use of such designs, Drawings or Specifications for such other project.

(b) Advertising. Unless specifically approved in advance in writing by Owner, Architect shall not include representations of the Project in any advertizing or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Architect's employees. If Architect wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the Owner for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.2 Insurance and Indemnity.

(a) Architect agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Architect shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than Six Hundred Thousand and No/100 Dollars (\$600,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, Six Hundred Thousand and No/100 Dollars (\$600,000.00) per occurrence for property damage, and One Million and No/100 Dollars (\$1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding \$15,000.00.

(c) Architect agrees to hold harmless, defend and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors or omissions of Architect, his employees, subcontractors and consultants.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Architect by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Dan Centa, Department of Public Works, 211 E. "D" Street, Pueblo, Colorado, or to the Architect at _____.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Architect respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Architect in relation thereto not expressly set forth in this instrument is null and void.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Architect may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Architect and by Owner's Director of Public Works.

7.7 Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado.

7.8 Equal Employment Opportunity. In connection with the performance of this Agreement, Architect shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Architect shall endeavor to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

7.9 Severability. If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Architect shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Architect under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Architect agrees to be bound by all such mandatory federal requirements, irrespective of Architect's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Architect acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Architect and Architect's employees and consultants shall, at Architect's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Architect in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Architect understands and agrees that entry to properties not under Owner's control may require Architect to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

8.1 Any dispute or disagreement between Architect and Owner arising from or relating to this Agreement or Architect's services or right to payment hereunder shall be determined and decided by the Owner's Director of Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Architect shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

9.1 The following Appendices are attached to and made a part of this Agreement:

Appendix A - "Scope of Services" consisting of _____ pages.

Appendix B - "Fee Schedule" consisting of ___ pages.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility."

SECTION 10. ACCESSIBILITY. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Architect therefore, will use his or her best reasonable professional efforts to implement applicable ADA requirements and other federal, state and local laws, rules codes, ordinances and regulations as they apply to the Project.

SECTION 11 – STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK

(a) Prior to or within ten (10) days of execution of this Agreement, Architect shall submit to the Purchasing Agent of the Owner its certification that it does not knowingly employ or contract with an illegal alien and that the Architect has participated or attempted to participate in the “Basic Pilot Program” created in Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.

(b) Architect shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this contract;

(II) Enter into a contract with a subconsultant that fails to certify to Architect that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this contract.

(c) The following state-imposed requirements apply to this contract:

(I) The Architect shall have confirmed or attempted to confirm the employment eligibility of all of its employees who are newly hired for employment in the United States through participation in the Basic Pilot Program and, if the Architect is not accepted into the Basic Pilot Program prior to entering into this contract, that the Architect shall apply to participate in the Basic Pilot Program every three months until the Architect is accepted or this Contract has been fully completed, whichever occurs earlier. This provision shall not be required or effective if the Basic Pilot Program is discontinued.

(II) The Architect is prohibited from using the Basic Pilot Program procedures to undertake preemployment screening of job applicants while this Contract is being performed.

(III) If the Architect obtains actual knowledge that a subconsultant performing work under this contract knowingly employs or contracts with an illegal alien, the Architect shall be required to:

A. Notify the subconsultant and the Owner’s Purchasing Agent within three (3) days that the Architect has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A. above the subconsultant does not stop employing or contracting with the illegal alien; except that the Architect shall not terminate the contract with the subconsultant if, during such three (3) days, the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

(IV) The Architect is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as “CDLE”) made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section 11 by the Architect shall constitute a breach of contract and grounds for termination. In the event of such termination, the Architect shall be liable for Owner's actual and consequential damages.

(e) As used in this Section 11, the term "subconsultant" shall mean any subconsultant or subcontractor of Architect rendering services within the scope of this Agreement.

SECTION 12. PERA LIABILITY

The Contractor shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Contractor shall fill out the questionnaire attached as Exhibit ___ and submit the completed form to City as part of the signed Agreement.

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

CITY OF PUEBLO

Architect

By _____
President of the City Council

By _____

Title: _____

Attest: _____
City Clerk

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE.

Director of Finance

APPROVED AS TO FORM:

City Attorney

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No ____. If you answered "yes" please state which of the above entities best describes your business:
_____.

(c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Signed _____, 20____.

By: _____
Name: _____
Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.