

RESPONSE COVER SHEET

City of



REQUEST FOR QUALIFICATIONS

Project No. 09-063

**HISTORIC ARCHITECTURAL SERVICES FOR EAST SIDE
NEIGHBORHOOD SELECTIVE PROPERTY INVENTORY**

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 proposal/SOQ.

Proposer acknowledges and accepts that all components of and responses to this RFQ will be included and become a part of the final contract by reference.

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 _____

PROJECT 09-063

HISTORIC ARCHITECTURAL SERVICES FOR EAST SIDE NEIGHBORHOOD SELECTIVE PROPERTY INVENTORY

The City of Pueblo ("City") is soliciting Statements of Qualifications (SOQ) to provide architectural services for the inventory of forty-three (43) historic buildings and related preservation planning recommendations 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 PM (MT) on July 15, 2009 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 historian firms to perform the Scope of Services outlined below.

The City is seeking a qualified architectural historian to complete a professional historic and architectural selective survey of forty-three (43) properties in the East Side neighborhood. The project is funded by a Certified Local Government grant from the Office of Archaeology and Historic Preservation.

The consultant will document all forty-three (43) properties with detailed architectural and historical descriptions of the property, tie their findings into the East Side Historic Context study, and attempt to expand the context study with their findings. Complete, well written, and thorough recommendations of eligibility will also be provided, as well as general statements regarding the general integrity of the study area and recommendations for the Historic Preservation Commission regarding future preservation efforts based on the homes inventoried.

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 historic architect, plus one of the following: 1.) At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or 2.) At least one year of full-time professional experience on historic preservation projects. According to the Professional Qualifications Standards of Archeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines, (36 CFR Part 61).
2. Firm must have successfully completed at least three (3) building surveys in the last five (5) years, and at least one (1) project funded by the a Certified Local Government grant in the past seven (7) years.
3. Architectural firm must be able to demonstrate their ability to produce high quality architectural survey reports and detailed associated histories. The architectural firm must have had experience working with the State Historical Fund technical staff or Certified Local Governments review Staff at the Colorado State Historic Society.
4. Demonstrate familiarity with Pueblo's historic resources. Familiarity with the local historic resources, including, Sandborn Fire Insurance map, photo collections, and historic maps will significantly save money for the project.

III. SCOPE OF SERVICES

The consultant will be required to perform the following services:

1. Consult with the Historical & Architectural Survey Coordinator at the Colorado Historical Society Office of Archaeology and Historic Preservation (OAHP) concerning survey methodology.
2. Facilitate a kickoff meeting to explain the survey process, to answer questions, and to receive suggestions about local sources of information.
3. Document forty-three (43) selected properties in the survey area through fieldwork that produces architectural descriptions, digital black and white photographic standards consistent with OAHP Photographic
4. Conduct research on the history of the forty-three (43) properties identified, and, where necessary, contact current and former owners and longtime residents regarding the histories of the buildings.
5. Submit a representative sample of ten (10) draft forms for review by OAHP staff.
6. Complete and submit forty-three (43) draft OAHP site forms with associated photographs to OAHP and the City.
7. Submit a draft survey report, per the current OAHP survey manual for review by OAHP Historical & Architectural Survey Coordinator and the national register historian.
8. Consult with the Historical & Architectural Survey Coordinator and National Register Historian regarding evaluations of eligibility
9. Incorporate revisions and recommendations from the above review into the final survey report and submit required copies to OAHP and the City of Pueblo to provide the final survey database in a digital format and the final survey report in PDF format to the City on CD-ROM.
10. Present the final survey report and OAHP review findings at a neighborhood meeting near the conclusion of the project.

The City reserves the right to increase or decrease the stated amount of locations as may deem necessary to its needs. In the event of any increase or decrease, the negotiated amount of proposal will be adjusted accordingly.

Attached is a standard form of the City’s Professional Services Agreement, Exhibit A. An agreement in this form will be required to be executed upon selection by the City. Submittal of a proposal indicates the firm’s ability to execute the agreement as written. The selected consultant shall follow and perform task items as outlined in the Scope of Services.

IV. MANDATORY PRE-SUBMITTAL MEETING

No pre-submittal meeting will be held. Consultants should schedule a visit of the project area with Wade Broadhead at 553-2248.

V. PROJECT TIME FRAME

The consultant will be required to finish the project by June 30, 2010. Standard reports to Staff and the OAHP will be required.

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 Response 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. Include previous SHF or CLG grant projects and the tasks or duties involved. 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 sub consultants 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, (**Assessment, Evaluation and Preliminary Design, Final Design and Construction Services and Preparation of Contract Documents**).
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.
6. **Bidders should submit eight (8) complete copies of their proposal (one of which shall be unbound and untabbed).**

VII. 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.

VIII. 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.

IX. ACCEPTANCE/EVALUATION OF STATEMENT OF QUALIFICATIONS

The selection of the successful firm will be made by Wade Broadhead, Planner, Planning and Community development, and seven (7) members of the Pueblo Historic Preservation Commission.

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

- | | |
|--|-----|
| 1. Similar Project Experience | 40% |
| 2. Overall experience of firm | 20% |
| 3. Key personnel on project team | 20% |
| 4. Firm's experience with Pueblo history | 20% |

A list of at least three firms will be developed following an initial evaluation of each firm submitting a SOQ. Each of these selected firms may be given an opportunity for a presentation of their firm's qualification and project information.

X. 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.

XI. 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.**

XII. 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

XIII. 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.

XIV. 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.

XV. 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.

XVI. ADDITIONAL INFORMATION

For additional information, please contact: Wade Broadhead, Project Manager, City of Pueblo, Department of Planning and Community Development, 211 East "D" Street, Pueblo, CO 81003, or by phone at (719) 553-2246; Fax (719) 553-2359, or e-mail at wbroadhead@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 Bill Zwick for technical questions or Naomi Hedden for procedural questions if further clarification is needed on any subject matter within the RFQ.

**SAMPLE STANDARD FORM
OF
PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT
(Attached)**

THIS AGREEMENT is made and entered this _____ day of _____, 200__, by and between Pueblo, a Municipal Corporation ("Client") and _____ (hereinafter referred to as "Consultant") for Consultant to render professional _____ services for Client with respect to _____ and related ancillary services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

(a) Consultant shall satisfactorily perform the professional planning and consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Basic Services"). Such services shall include all usual and customary professional _____ services including any required drafting or design services incident to its work on the Project. In the event this Agreement follows the selection of Consultant by Client pursuant to a Request for Proposals or RFP, all of the requirements of that Request for Proposal or RFP incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

(b) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

(c) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

SECTION 2. CONSULTANT'S RESPONSIBILITIES.

(a) Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses Client and Client's 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, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

(d) Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item.

Exhibit A Sample Agreement

Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

(e) Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. 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 Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. \$ _____, computed as set forth in Schedule 2.

(b) Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and for reimbursable expenses incurred. Applications for payment shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto, and shall contain appropriate documentation that such services have been performed and such expenses incurred. Thereafter, Client shall pay Consultant for the amount of the application within 45 days of the date such application is received.

(c) 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 Schedule 2.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(e).

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES.

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, surveys, data and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum contract price.

Exhibit A Sample Agreement

(c) Client shall examine all documents presented by Consultant, and render decisions pertaining thereto within a reasonable time. The Client's approval of any drawings, specifications, reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERMINATION.

(a) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(b) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 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 Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(c) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(d) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS.

In the event the Project will require access to property not under the control of Client, Consultant and Consultant's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Consultant in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Consultant understands and agrees that entry to some property by Consultant may be subject to compliance by Consultant with the terms and conditions of an access agreement in accordance with section 1(c) of this Agreement.

SECTION 7. USE OF DOCUMENTS.

(a) Plans, drawings, designs, specifications, reports and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, subject to applicable federal grant requirements, and Client shall be vested with all rights therein of whatever kind and however created, whether by common law, statute or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data or other documents pertaining to the work to be performed under this

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Sample Agreement

Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

SECTION 8. INSURANCE AND INDEMNITY.

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its 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 Consultant 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. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(ii) Commercial General Liability Insurance issued to and covering the liability of Consultant with respect to all work performed by Consultant and its subcontractors and subconsultants under this Agreement, to be written on a Commercial General Liability policy form CG 00 01, with coverage limits of 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, and Six Hundred Thousand and No/100 Dollars (\$600,000.00) per occurrence for property damage. This CGL policy shall be endorsed naming the Client, its officers, agents and employees as additional insureds. This CGL policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of this Agreement.

(iii) Professional Liability Insurance with coverage of not less than \$1,000,000, and with a deductible of not more than \$ _____.

(iv) Comprehensive Automobile Liability Insurance effective during the period of the Agreement, and for such additional time as work on the Project is being performed, written with limits of liability for injury to one person in any single occurrence of not less than \$150,000 and for any injury to two or more persons in any single occurrence of not less than \$600,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the Project site of motor vehicles, including any automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.

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

SECTION 9. SUBCONTRACTS.

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change

Exhibit A
Sample Agreement

such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 10. REQUIRED FEDERAL PROVISIONS. [Delete if inapplicable.]

NOTE - THIS SECTION MAY REQUIRE REVISION

(a) Consultant understands that Client may be funding the Project in whole or part with funds provided _____. Consultant agrees it is subject to and shall comply with all applicable provisions of said _____, the Act under which the contract award has been made, and applicable regulations.

(b) Consultant shall comply with all applicable Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by Client, _____ at any time during normal business hours and as often as Client, _____ deems necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

SECTION 11. MISCELLANEOUS.

(a) 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 Consultant or Client 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 Client, Attention:

_____, Pueblo, Colorado, or to Consultant at

_____. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race,

Exhibit A
Sample Agreement

color, religion, sex, national origin, disability or age. Consultant 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.

(g) Severability. If any provision of this Agreement, except for Section 2, 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 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.

SECTION 12. STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK

(a) At or prior to the time for execution of this Agreement (which may be referred to in this section as this "Contract"), Consultant (which may be referred to in this section as "Contractor") shall submit to the Purchasing Agent of City its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the "E-Verify 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 or the "Department Program" established pursuant to §8-17.5-102(5)(c) C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

(b) Contractor 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 Contractor 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 Contractor shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

(II) The Contractor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

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

A. Notify the subconsultant and the Client's Purchasing Agent within three (3) days that the Contractor has actual knowledge that the subcontractor/subconsultant is employing or contracting with an illegal alien; and

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

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Sample Agreement

(IV) The Contractor 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 12 by the Contractor shall constitute a breach of contract and grounds for termination. In the event of such termination, the Contractor shall be liable for Client's actual and consequential damages.

(e) As used in this Section 12, the terms "subcontractor" and "subconsultant" shall mean any subconsultant or subcontractor of Consultant rendering services within the scope of this Agreement.

SECTION 13. SOLE SOURCE GOVERNMENT CONTRACTS; LIMITATIONS UPON CAMPAIGN CONTRIBUTIONS

(a) Section 15 of Article XXVIII of the Colorado Constitution is hereby incorporated into this agreement by reference. Sections 15 and 17 of Article XXVIII of the Colorado Constitution provide as follows:

Section 15: Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, contract holders shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the contract holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

Section 17:

(1) Every sole source government contract by the state or any of its political subdivisions shall incorporate article XXVIII, section 15, into the contract. Any person who intentionally accepts contributions on behalf of a candidate committee, political committee, small donor committee, political party, or other entity, in violation of section 15 has engaged in corrupt misconduct and shall pay restitution to the general treasury of the contracting governmental entity to compensate the governmental entity for all costs and expenses associated with the breach, including costs and losses involved in securing a new contract if that becomes necessary. If a person responsible for the bookkeeping of any entity that has a sole source contract with a governmental entity, or if a person acting on behalf of the governmental entity, obtains knowledge of a contribution made or accepted in violation of section 15, and that person intentionally fails to notify the secretary of state or appropriate government officer about the violation in writing within ten business days of learning of such contribution, then that person may be contractually liable in an amount up to the above restitution.

(2) Any person who makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

(3) The parties shall agree that if a contract holder intentionally violates section 15 of section 17(2), as contractual damages that contract holder shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years. The governor may temporarily suspend any remedy under this section during a declared state of emergency.

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(4) Knowing violation of section 15 or section 17(2) by an elected or appointed official is grounds for removal from office and disqualification to hold any office of honor, trust or profit in the state, and shall constitute misconduct or malfeasance.

(5) A registered voter of the state may enforce section 15 or section 17(2) by filing a complaint for injunctive or declaratory relief or for civil damages and remedies, if appropriate, in the district court.

(b) This section applies only to sole source government contracts and does not apply to any contract, which used a public and competitive bidding process in which the City solicited at least three bids prior to awarding the contract.

(c) Contractor certifies, warrants, and agrees that it has complied and will comply with Colorado Constitution Article XXVIII, including but not necessarily limited to the following prohibitions and obligations:

(1) If during the term of the contract, Contractor holds sole source government contracts with the State of Colorado and any of its political subdivisions cumulatively totaling more than \$100,000 in a calendar year, then for the duration of this contract and for two years after, Contractor will not make, cause to be made, or induce by any means a contribution, directly or indirectly, on behalf of contractor or contractor's immediate family member(s) for the benefit of any political party or for the benefit of any candidate any elected office of the State or any of its political subdivisions; and

(2) Contractor represents that Contractor has not previously made or caused to be made, and will not in the future make or cause to be made, any contribution intended to promote or influence the result of a ballot issue election related to the subject matter of this contract; and

(3) Contractor will satisfy contractor's obligations to promptly report to the Colorado Department of Personnel & Administration ("CDPA") information included in the CDPA's "Sole Source Government Contract Summary" and "Contract Holder Information" forms regarding this contract and any other sole source government contracts to which contractor is a party, and shall contemporaneously provide a copy of such report(s) to City's Purchasing Agent; and

(4) Contractor understands that any breach of this section or of Contractor's responsibilities under Colorado Constitution Article XXVIII may result in either contractual or constitutionally mandated penalties and remedies; and

(5) A Contractor that intentionally violates Colorado Constitution Article XXVIII, Section 15 or 17(2), shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions for three years; and

(6) By execution of this contract, Contractor hereby confirms it is qualified and eligible under such provisions to enter into this contract.

(d) For purposes of this section, the term "Contractor" shall mean "Consultant" as defined in this Agreement, and shall include persons that control ten percent or more shares or interest in Contractor, as well as Contractor's officers, directors, and trustees. The term "immediate family member" shall include a spouse, child, spouse's child, son-in-law, daughter-in-law, parent, sibling, grandparent, grandchild, stepbrother, stepsister, stepparent, parent-in-law, brother-in-law, sister-in-law, aunt, niece,

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nephew, guardian, or domestic partner. All other terms and phrases used in this section shall have the meanings defined in Article XXVIII of the Colorado Constitution.

(e) In the event any provision of Article XXVIII of the Colorado Constitution is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction in a non-appealable action, has been repealed retroactively or otherwise found to not apply to this contract or agreement, then the corresponding requirement or requirements of this section shall have no further force and effect, and shall not constitute a requirement of this contract, as of the date of such holding, declaration, repeal or determination.

SECTION 14. PERA LIABILITY

Consultant 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 Consultant shall fill out the questionnaire attached as Exhibit A and submit the completed form to Client 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, A MUNICIPAL CORPORATION

By _____
President of the City Council

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CONSULTANT:

By:

Name:

Title:

**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___. (Must sign below whether you answer "yes" or "no".)

(b) If you answered "yes" to (a) above, please answer the following question: Are you 1) an individual, 2) sole proprietor or partnership, or 3) 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 listed entities (1, 2, or 3) 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)

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.

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