



PROPOSAL RESPONSE COVER SHEET

REQUEST FOR PROPOSAL

**Project No.: 10-059
Historic Architectural Resource Documentation and
Recordation Services**

The undersigned, having carefully read and considered the Request for Proposal (RFP) for the above referenced project, does hereby offer to provide such goods and services on behalf of the City of Pueblo (hereinafter referred to as "City") in the manner described and subject to the terms and conditions set forth in the attached RFP. All Services will be provided at the rates set forth in submitted proposal or as negotiated by all involved parties.

Proposer acknowledges that the company is qualified to provide these types of Services. At any time during the selection and award process, the City may request information substantiating the indicated requirements. Failure to provide this information may result in a vendor's Proposal being declared non-responsive.

Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become a part of the final service agreement.

The undersigned further states that this Proposal 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.

NAME OF PERSON OR ENTITY
SUBMITTING PROPOSAL: _____

SIGNATURE OF AUTHORIZED
REPRESENTATIVE: _____

TITLE OF AUTHORIZED
REPRESENTATIVE: _____

(Please Print)

TITLE OF AUTHORIZED
REPRESENTATIVE: _____

ADDRESS (Office & PO Box) _____

CITY, STATE, ZIP _____

PHONE _____ FAX _____ E-Mail _____



Project: 10-059
RFP for Historic Architectural
Resource Documentation and Recordation Services

I. GENERAL INFORMATION

The City of Pueblo (the "City") is soliciting qualification-based proposals to provide professional historic resource identification, documentation, and recording services for single- and multi-family dwellings located within the City of Pueblo. Proposals will be received up to the hour of 2:00 p.m. on July 21, 2010 at the City's Purchasing Office, 230 South Mechanic Street, Pueblo, Colorado 81003.

Proposer's submitting a proposal must submit five (5) complete copies (one of which must be an unbound, un-tabbed, signed original).

II. BACKGROUND / OBJECTIVE

The City anticipates undertaking projects receiving direct or indirect federal funding through the Department of Housing and Urban Development (HUD) under the "Community Development Block Grant Program (CDBG) authorized by Housing and Community Development Act, 42 U.S.C. §5301, the "Neighborhood Stabilization Program" (NSP) authorized by the Housing and Economic Recovery Act of 2008 (P.L 110-289), and the HOME Investment Partnership authorized by Title II of the Gonzales-Cranston National Affordable Housing Act, 42U.S.C. 12701, collectively hereinafter referred to as Program. The purpose of the Program is the stabilization, rehabilitation, and/or redevelopment of neighborhoods. The City of Pueblo through its implementation of the Program, recognizes that some activities may have an adverse effect or the potential to have an adverse effect on historic properties. In an effort to minimize or avoid these effects, the proper identification of resources through HABS documentation is essential.

The properties have not yet been identified but will consist of single- and multi-family structures located within the City of Pueblo. The exact number of properties to be surveyed is not presently known.

III. HISTORICAL FIRM QUALIFICATIONS

The firm whose proposals are accepted will enter into an agreement with the City containing a requirement that the firm shall utilize personnel for the performance of its functions and work who meet the following qualifications:

Resource identification and documentation services shall be performed under the direction and supervision of a historic architect or architectural historian. All architects, historians, draftsmen, field surveyors, and photographers must be experienced in HABS documentation and recording techniques as required by the National Parks Service of the U.S. Department of Interior (NPS) 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).

Firm must have successfully completed at least three (3) building surveys in the last five (5) years.

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 Historic Preservation Office.

IV. HISTORIAN'S PROFESSIONAL REQUIREMENTS

In submitting a proposal, each Proposer agrees that it will maintain, at a minimum, the following performance and technical capabilities:

Proposer shall employ qualified personnel in such numbers as warranted to complete assigned projects in a timely manner.

Proposer hereby warrants that no current employee, consultant or subcontractor of Proposer, has been convicted of a felony charge, either in State or Federal court, nor has pending charge before any tribunal for any misdemeanor or felony charge stemming from facts involving allegations of fraud or conduct indicating moral turpitude.

V. REQUIRED SERVICES

A. Level I Resource Documentation

At the direction of the Department, Level I documentation may be requested for preliminary or low-level resource identification. Level I documentation should follow the survey and recordation requirements set forth in the OAHP Colorado Cultural Resource Survey Manual. Documentation must meet archival standards. These standards require the use of archival quality photographic paper, archival bond paper for the written materials, and a minimum of archival bond paper for any related sketches and drawings. The preferred format for Level I documentation is the OAHP survey form. Photographs required for Level I documentation are black-and-white prints or digital images, printed on archival-quality photographic paper. Typical Level I documentation requires the use of a 35mm camera or digital equivalent.

B. Level II Resource Documentation

Level II documentation shall be used for projects where Section 106 compliance is required prior to committing federal funds. Typically the resource is to be permanently altered or destroyed, therefore, it is extremely important that the documentation be as complete as possible.

Level II documentation shall contain three parts:

1) Architectural and historical narrative - The narrative should provide a description of the building and a summary of its history. The architectural description should begin with a short summary paragraph that describes the property. The summary paragraph should address the following: location, setting, type, style, and method of construction, size, and significance. The rest of the architectural description should provide more detail, literally describing a picture of the structure. For structurally stable buildings *ONLY*, a description of the interior is requested. The description of the interior should focus on rooms where significant interior finishes are present. The architectural narrative and the black and white photography are to be complimentary of each other.

The historical narrative should provide a summary of the property and describe in detail the history of the structure, beginning with the date of construction. Narratives may also cover the origins of the property, if it is relevant.

2) Photographs - Large format, Black and White photography with 4"x5" negatives is required in Level II Documentation. Film, paper, and processing to be in accordance with the HABS Photographic Guidelines, June 2001 or as further amended. The photographs will be the last permanent record of the property, as it existed before demolition/alteration took place. Therefore, it is important that the photos meet the highest standards of quality and durability.

i. **Composition** – All photographs must be composed to give primary consideration to the architectural and engineering features of the property, with aesthetic considerations necessary, but secondary. No features vital to the structure should be cropped out or hidden by vegetation unless this is absolutely unavoidable. Weed undergrowth should be moved when possible. Undesirable intrusions should be removed or concealed. Vehicles, when possible, should be removed. Period furnishings, which enhance the architecture, should not be moved, but care must be taken to avoid the blocking of architectural details and essential structural elements.

ii. **Lighting and Focus** – Sunlight is preferred for exteriors. Interiors should be illuminated to reveal detail in shadow areas. The use of bounce light is encouraged.

All areas of the picture must be in razor sharp focus, and the use of a magnifying device to focus the image on the ground glass of the camera is recommended. There must be no perspective distortion. The photographer must correct for distortion and level using the camera.

iii. **Views of the Structure** – A list of the structures to be documented will be provided by the Department. The photographer shall properly document the structure using as many photographs as deemed necessary, but not less than the following essential photos:

(a) Exterior:

- Elevation of front façade with and without scale device;
- Perspective view, front façade and one side;
- Perspective view, rear and opposing side;
- Detail view of main entrance;
- General view from a distance sufficient to show environmental setting, landscaping, and possible adjacent buildings;
- Other exterior views could include elevations of secondary facades, and detailed views of chimneys, oriel windows, and gingerbread ornamentation.

(b) Interior:

- Stair hall including stair with details of the newel, balusters, etc.;
- Important rooms with a fireplace/mantle;
- Optional subjects include attic construction, foundations, windows, kitchens, and baths.

iv. **Scale Devices** – A scale device must be included in specific views to show the size of the subject being recorded. The photograph of the main façade in elevation should include a scale device. This photograph must be "square" in elevation to the camera and fully corrected for perspective distortion. In typical views, the scale should be approximately ten feet long and painted in alternating black and white colors of one-foot lengths. For detail views, the scale can be between six and twelve inches long with a metric rule.

v. **Photo Labels** - Photographs must be labeled so that they can be identified. Typically, the back of the photograph is labeled with some basic information, with more detailed notes provided on a log sheet. The name of property, site number, and photograph number are to be included.

vi. **Photo Record Sheet** – Identification for each photograph, negative, and contact print is required. A separate page for each structure, with the structure's name, address, date of construction, and the name of the photographer with the date the photo was made must be provided. An image number and caption must identify each individual view. The image caption should contain:

- ID number
- Subject
- Location
- Specific Location
- Camera or subject orientation
- Special comments or observation

3) Measured Drawings – Measured drawings are required for Level II Documentation projects. A site map shall be included. Residential and commercial structures require building elevations and floor plans. The drawings do not have to be highly detailed as the goal of Level II drawings is to document 'the basics' on such things as size and shape. The final drawings shall be submitted using archival ink on vellum or archival bond paper. Blueprints are not acceptable. Site maps should include topographic elevations, if possible. Label all drawings in a manner similar to the photographs with property name, location, date of drawing, etc. Site and floor plans should include a 'North arrow' pointing in that direction.

C. Level III Resource Documentation

Documentation in this category must comply with the standards set for a Level III HABS building survey. Documentation shall be prepared and submitted for review by the National Park Service. The documentation submitted shall conform to the HABS standards as outlined in the following guidelines:

- Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation, HABS/HAER Standards;
- Recording Historic Structures and Sites with HABS Measured Drawings;
- HABS/HAER Photographs: Specifications and Guidelines

At least three sets of the final documentation shall be prepared. One set for OAHP for inclusion in its publicly accessible archives at the Colorado Historical Society in Denver. A second set for the Library of Congress in Washington, DC. And, a third set for inclusion in the local archive at the Rawlings Public Library.

Preparing Level III documentation for inclusion in the HABS building survey is a three-part process that involves specific tasks for the historians, architects, and photographers involved. The descriptions below are brief overviews of the necessary documentation.

1. Measured Drawings - For Level III documentation, drawings must be made on Mylar that is dimensionally stable and of archival quality. Special archival inks, such as Pelikan, must be used in order to maximize the document's longevity. Level III documentation requires that all drawings conform to National Park Service standards for line weight, lettering, and so forth. Level III drawings are complex and must be measured carefully and depicted in detail. Due to the level of detail, firm shall consult the National Park Service publication, Field Instructions for Measured Drawings to comply with the standards for Level III drawings.

2. Historical Documentation - A professional historian shall properly research and write the historic documentation required by HABS Level III standards. The historian shall research ownership of the property to determine its legal location, date of construction, and the architect and builder responsible for the design and construction. In addition, a search for original plans shall be undertaken and any alterations or additions are noted. A general architectural narrative shall be written to supplement the measured drawings. It must include a discussion of the architectural style and character, exterior and interior descriptions, and overall site appearance. The property must also be placed in a historic context to determine how the property fits into the historical and social structure of a given period of time and geographic location. Context involves the development of an overall picture into which the historic site fits. The historical narrative will discuss the significance of the property within its context. Additional documentation includes a bibliography of sources and supplemental data, such as copies of deeds or other property records. All of the documentation shall be printed on archival paper made of stable 100% rag bond. All attachments, appendices, plans, photocopies, and other supplemental material must also be on 100% rag bond paper. Firm shall consult the National Park Service publication, Historian's Procedure Manual for historical documentation requirements of a HABS/HAER Level III project.

3. Photography - Level III requires the use of a large-format field camera to photograph the subject resources. The minimum negative size for Level III is 4 inches by 5 inches. Firm shall photograph subject properties in accordance with the requirements of Level III HABS documentation and the U.S. Department of Interior's HABS/HAER Photographs: Specifications and Guidelines.

VI. COPYRIGHT

The City of Pueblo shall retain all copyrights to documentation, drawings, and photographs submitted to the City in execution of the work required under this RFP.

VII. CONTRACT TIME FRAME

The time frame for completion of the contracted services is twenty (20) calendar days after the notice to proceed on any parcel of property. The contract period shall terminate 24 months from the date of acceptance of proposal and execution of a contract with the City.

VIII. PROPOSALS

The proposal shall be considered a technical offer of what the firm proposes to provide and shall be incorporated in the contract award, as deemed appropriate by the City. Using Proposer's company letterhead and any additional pages necessary, Proposer shall submit its responses to all RFP items and attach same to the Proposal Response Cover Sheet. Failure of a Proposer to respond to any of the following technical submittal requirements may be grounds for considering a proposal non-responsive.

This will be a qualification and cost based procurement 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. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the corrected error. Proposal should include:

1) Proposed Scope of Work – The historical firm's proposal of what it will provide the City in accordance with this request.

2) Statement of Qualifications

(i) Statement should include: the firm's name, address, phone, and contact person. Provide basic information, including years of experience and education.

(ii) The firm's professional qualifications, experience on similar projects, the qualifications and experience of his/her staff, and availability for this project.

(iii) Describe similar or recent projects for which the firm was responsible, and that demonstrate the firm's capability to meet schedule deadlines without delays, cost escalations or overruns. Submit references (name and current telephone number) of a client contact for each of the projects.

(iv) Submit copies of example reports for resource documentation, large format photography, and architectural drawings.

3) Fee Schedule – Submit a fixed fee schedule following “Exhibit A” for providing historic architectural resource identification and documentation for the various levels of documentation required.

4) Insurance Certification – Submit current insurance certificates for professional liability insurance, which indicates limits of liability, and workers compensation. If selected, the successful firm shall provide certificates of insurance that also name the City of Pueblo as additional insured.

5) Completed Vendor Application, PERA Statement, and W-9 or Federal Tax Identification Certificate.

IX. WRITTEN AGREEMENT

The selected firm shall be required to enter into an agreement with the City in substantially the form attached hereto (see Exhibit B) and be required to comply with all applicable Federal and State Standards, orders and regulations. Each Proposer submitting a proposal must identify in its responsive submittal any provisions of the contract form that it requests be modified, together with the proposed modification language and its reasons for requesting such modification. Signature on the Proposal Response Cover Sheet shall serve as an acknowledgment that the Proposer is willing to enter into the referenced agreement with the City of Pueblo, without modification (unless described in the proposal per above), if its proposal is accepted.

X. 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 C and submit completed form to the City as part of the Agreement.

XI. OMISSIONS

Should the City omit anything from the Request for Proposal which is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, then any person desiring to submit a proposal shall request clarification from the City of Pueblo in writing not less than seventy-two (72) hours prior to the time of the opening date given above. Clarification in response thereto, if any, will be issued to all RFP holders who have expressed interest in the RFP.

XII. ACCEPTANCE OF PROPOSAL AND EVALUATION PROCESS

Proposers must complete and return the entire Request for Proposals packet. A selection committee consisting of City staff members will evaluate and select the proposer to provide the required services based on the completed Proposal responses. The selection committee shall be the judge in determining

how the evaluation process shall be conducted and which firm shall be considered for award as deemed to be in the best interest of the City.

The selection process shall be based on a comparative analysis of the professional qualifications (40 total points), experience (40 total points), and costs (20 total points) necessary for satisfactory performance of the services required. The City shall be the sole judge in determining how the evaluation process shall be conducted and what vendor, if any, shall be considered for award as deemed to be in the best interest of the City.

XIII. REJECTION OF PROPOSALS

No Proposal 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. Proposers will be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

XIV. DEBARMENT

By submitting this Proposal, the proposer certifies that neither it, nor any of its principals, members, partners, officers, or directors is presently debarred, suspended, in the process of debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

XV. EQUAL OPPORTUNITY

The City of Pueblo is an Equal Opportunity Employer. Proposers 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 Proposals.

City of Pueblo will make reasonable efforts to treat all Proposers fairly through the solicitation, evaluation and selection process. The procedures established herein are designed to give all parties reasonable access to the same relevant information.

XVI. COST OF DEVELOPING PROPOSALS

All costs related to the preparation of the Proposals and any related activities are the sole responsibility of the proposer. The City assumes no liability for any costs incurred by proposers throughout the entire selection process.

XVII. PROPOSALS OWNERSHIP/CONFIDENTIALITY

All Proposals, 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.

XVIII. ADDITIONAL INFORMATION

For information concerning the Request for Proposal or its procedures and requirements (i.e. submission deadline, forms required, etc.), interested parties may submit written inquiries to Naomi Hedden, Director of Purchasing at (719) 553-2350, via fax (719) 553-2351 or e-mail at nchedden@pueblo.us. It is understood that any/all changes or revisions to the published specifications will be through written addendum or clarification.

Exhibit A
Pricing Schedule

Pricing Schedule	Charge
Travel Charge per site	
Per Diem per site	
Level I Documentation and Report Preparation per site	
Level I Field Observation and Photography per site	
Single-Family Residential Structure	
Level II Documentation and Report Preparation per site	
Level II Field Observation per site	
Level II Photography per site	
Level II Measured Drawings per site	
Multi-Family Structure Composed of a Single Building	
Level II Documentation and Report Preparation per site	
Level II Field Observation per site	
Level II Photography per site	
Level II Measured Drawings per SQFT	
Level III HABS Report Preparation per site	
Level III HABS Documentation per hour	
Level III HABS Field Observation per hour	
Level III HABS Measured Drawings per page (Arch D at 1/4"=1' / Details @ 1-1/2"=1') (No charge additional for first three sets)	
Level III HABS Photography per photograph (No charge additional for first three sets)	
Miscellaneous Charges for work not specified above	
Historic Architect Hourly Rate	
Historian Hourly Rate	
Draftsman Hourly Rate	
Photography Minimum Charge	
Developer Hourly Rate	
Contact Sheet	
Additional 4"x5" Photo	
Additional Arch D Drawing on Mylar per page	

**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 B

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 B

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

Exhibit B

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

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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,

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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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(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

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of its political subdivisions, for three years. The governor may temporarily suspend any remedy under this section during a declared state of emergency.

(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

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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, 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

Exhibit C
PERA QUESTIONNAIRE

**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

Exhibit C
PERA QUESTIONNAIRE