

REQUEST FOR PROPOSAL

Bid: 21-000-Architectural and Consulting Services for Preservation and Repair of the CF&I Medical Dispensary Building

Available June 19, 2024

Mandatory pre-proposal meeting: June 27, 2024 at 9:00 am (MT)

Meeting will be held at Steelworks Center of the West Community Room at 215 Canal Street, Pueblo, CO 81004. Bidders may attend in person or online via zoom. Bidders wishing to attend online must email christina.trujillo@steelworks.us by 4:00 pm on June 26, 2024 to obtain a link to join the meeting. Please enter “21-000 Pre-Bid Meeting Request” in the subject line of the email.

Recommended site meeting: June 28, 2024 9:00 am Steelworks Center of the West, 215 Canal Street, Pueblo, CO 81004. Please meet inside the building.

Submittal Deadline: July 30, 2024 2:30 PM (MT)

Required submittals:

	Proposal cover sheet and signature page
	Proposal (Follow format in Section 1) Table of Contents Certificate of Good Standing Submittal Summary Disclosures Statement of Qualification Project approach Fee Schedule Project work schedule
	Completed Specification Exceptions Form (appendix A)

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PROPOSAL COVER SHEET & SIGNATURE PAGE

Bid Number & Name	21-000 RFP- Architectural and Consulting Services for Preservation and Repair of CF&I Medical Dispensary Building
Mandatory pre-proposal meeting:	Mandatory pre-proposal meeting: June 27, 2024 at 9:00 am (MT) Meeting will be held at the Steelworks Center of the West Community Room. Bidders may attend in-person or Bidders must attend in-person online via Zoom. Bidders wishing to attend online must email christina.trujillo@steelworks.us by 4:00 pm on June 26, 2024 to obtain a link

	to join the meeting. Please enter “21-000 Pre-Bid Meeting Request” in the subject line of the email.
Recommended site visit:	June 28, 2024 9:00 am (MT) Steelworks Center of the West, 215 Canal Street, Pueblo, CO 81004. Meet inside the building.
Submit questions to:	christina.trujillo@steelworks.us Questions can be submitted up to July 16, 2024. Any questions received after that time will not be addressed.
RFP Deadline:	July 30, 2024 2:30PM (MT) Late submittals will not be accepted. Proposers are responsible for timely receipt. Steelworks Center of the West hours are 8:00 am to 5:00 pm Tuesday - Saturday
Submitted electronic proposals to:	All proposals shall be received electronically in PDF format to christina.trujillo@steelworks.us . Proposers must enter the following the subject line of the email: “SEALED PROPOSAL <i>Your Company Name</i>” Proposals will be opened no sooner than the submission deadline.

Steelworks Center of the West is soliciting proposals for architectural and consulting services for the preservation and repair of the Colorado Fuel and Iron (CF&I) Medical Dispensary, a National Historic Landmark, per the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation*, to include:

- Roof repair
- Window and door repair
- Stucco repair
- Plaster repair
- Concrete repair
- Drainage repair

The selected consultant will provide architectural design and may assist the Executive Director with bid and construction documents for preservation and repair of the site.

A scored evaluation will be conducted for each Proposal received. The Consultant must be able to demonstrate their ability and experience to provide this type of service. Proposers are urged to read the attached solicitation documents thoroughly before submitting a proposal.

Steelworks Center of the West reserves the right to reject any and all proposals for any or all items in the Request for Proposal (RFP) to waive informalities or defects in the RFP documents and/or proposals or to accept any submittal as it shall deem to be in the best interest of the organization. The procurement of these services shall be contingent upon appropriation of the necessary funds, and only after final approval and execution of an Agreement.

Disclaimer: Steelworks Center of the West provides all non-construction solicitations for interested parties to download free of charge via their website <https://www.steelworks.us/>. Interested parties may visit Steelworks Center of the West during normal working hours and request hard copies and any current solicitation at the same cost allowed for CORA requests. **If the Proposer cannot verify that the RFP documents were obtained from the website or our office, we cannot guarantee the validity of the document and their proposal may be rejected.** 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 Steelworks Center of the West in the manner described and subject to the terms

and conditions set forth in the attached RFP. All goods and services shall 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 goods and services. At any time during the selection and award process, Steelworks Center of the West may request information substantiating the indicated requirements. Failure to provide this information may result in a proposal being declared non-responsive. Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become part of the final agreement by reference.

Steelworks Center of the West may be subject to disclosure to any citizen under the Colorado Open Records Act (CORA) 24-72-201 and 24-72-309, C.R.S. Submittals that are copyrighted or marked **“CONFIDENTIAL” in their entirety will be rejected and will not receive consideration for the award.** (Refer to section 4.3.5).

The undersigned further states that this Proposal is made in good faith and the prices offered were independently developed and are not founded on, or in consequence of any collusion, agreement or understanding between themselves or any other interested party.

No provision is made in this document for preferences or set-asides for minority-owned, woman-owned, or small business. It is, however, the policy of Steelworks Center of the West to make a special effort to encourage any minority-owned, woman-owned, or small business to participate in the bidding process.

Please indicate if your company meets any of the following categories:

____ minority owned business _____ woman owned business _____ small business
____ veteran owned business

Please confirm how your document was obtained:

____ website _____ virtual newsletter
____ Other (please indicate) _____

MANDATORY RETURN BOTH PAGES WITH YOUR RESPONSE. UNSIGNED PROPOSALS WILL BE CONSIDERED NON-REPOSSIVE AND REJECTED.

By signing below, proposer certifies that he/she is an officer or duly authorized agent of the Proposer’s company with full power and authority to submit binding offers for the goods and services as specified.

Authorized signature

Signer’s printed name/Title

Signer’s phone number

Signer’s Email

Secondary Company Contact

Contact’s Printed Name/Title

Contact’s phone

Contact’s Email

Company Name

Company Website

Company Street Address

Company City, State, Zip

SECTION I: PROPOSAL FORMAT AND REQUIRED RESPONSE

The information set forth in the paragraphs below must be included with all proposals. Responses shall be considered technical offers of proposal and shall be incorporated in Agreement as deemed appropriate by Steelworks Center of the West. Please attach your responses to these items to the Proposal Cover Sheet and Signature Page. Failure of Proposers to respond to any of the following technical submittal requirements may be grounds for considering a proposal non-responsive.

This is a qualification and cost-based procurement process. Proposers must have documented experience of similar projects and qualified personnel who are capable of providing the required services. Proposer's qualifications and intended approach to the project are a major portion of the evaluation process. Proposers are encouraged to submit their most favorable proposal and as much detail deemed necessary for Steelworks Center of the West to determine the qualifications of the Consultant.

1.1 Proposal Cover Sheet

The Proposal Cover Sheet and Signature Page (pages 2-3) must be completed and returned with the proposal. Failure to return the signed Cover Sheet is grounds for Steelworks Center of the West to reject a proposal.

1.2. Table of Contents

The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the Request for Proposal and must include all the items set forth in this section of the RFP.

1.3 Certificate of Good Standing

A proposer must attach a Certificate of Good standing from the state wherein Proposer was organized.

For Colorado, the certificate can be downloaded at:

<https://www.sos.state.co.us/biz/BusinessEntityCriteria.do>

1.4 Submittal Summary

A letter providing the following information must be submitted with the proposal. The letter must include:

- A statement of the Proposer's understanding of the services needed to successfully complete the project.
- The names of the persons who are authorized to make representations on behalf of the Proposer (include their titles, addresses, email addresses, and telephone numbers).
- A statement that the individual who signs the transmittal letter is authorized to contractually bind the Proposer to contract with Steelworks Center of the West.

1.5 Disclosures

Disclose any professional or personal financial interest, which could be a conflict in providing products or services to Steelworks Center of the West. If not applicable, please make a brief statement indicating that.

1.6 Statement of Qualifications

All firms responding to this request must demonstrate prime personnel, sub-consultants, and team members qualified to perform the services detailed in this RFP. Proposer shall provide documentation for demonstrated experience of other projects that are similar in scope and size to this project including the following:

- The primary firm’s name, address, phone number, email address, and primary contact person. Basic firm information, including the year the prime consultant’s firm was formed.
- Identify the prime consultant and all sub-consultants (if any) including their roles and responsibilities in the project
- Identify the key individuals from your firm who will be the key contact for this project. Describe their professional qualifications, availability for this project, and experience on similar projects (similar in size and scope). Only individuals who will actually work on the project should be identified.
- Describe (in size and scope) or recent (within the last five years) projects for which the Proposer was responsible that demonstrate the firm’s capacity to meet scheduled deadlines without delays, cost escalations, and vendor claims
- Projects must be familiar with the preservation and repair requirements per the Secretary of the Interior’s *Standards and Guidelines for Archeology and Historic Preservation*. Please provide the names and locations for at least three (3) organizations and projects with the Proposer has conducted similar services and had similar requirements. Provide the names, phone numbers and email addresses of specific individuals who we may contact for reference.
- Please provide a copy of your business license. If not currently licensed to do business with the City of Pueblo, the awarded firm will be required to apply for a business license upon award.

1.7 Project Approach

- Include a detailed statement of the Proposer’s understanding of the project goals.
- Provide information pertaining to how your firm intends to manage the tasks as outlined in Section 2.
 - Demonstrate a clear methodology and approach to meet the needs of this project.
 - Outline processes and procedures to meet the project goals.

1.8 Project Work Schedule

- Provide a statement of your current workload.
- Proposer shall provide a detailed timeline for the project objectives based upon the tasks outlined in the Scope of Service (please include number of calendar days for each phase of design).
- Note: Construction is anticipated to be bid and awarded to ONE general contractor

1.9 Fee Schedule

The Fee Schedule shall include all expenses incurred by the Consultant including all overhead and incidental expenses.

- Provide fee schedule for **each phase** of the project as outlined below:
 - Preliminary Design (Schematic) phase.
 - Final design plans.
 - Submit a grand total “not to exceed limit” for all services and phases listed in section 2.
 - Attach standard hourly rates for all services offered by your company.
 - Note: Additional work includes any additional tasks added by Steelworks Center of the West and must be pre-approved in writing by the Executive Director. Steelworks Center

of the West will not pay additional/hourly rates for services as already outline in Section 2.

2.1 Objective

Steelworks Center of the West plans to preserve and protect the threats to the CF&I Medical Dispensary Building. There is visible and extensive and the ongoing water infiltration that continues to damage the historic fabric. The water infiltration has directly impacted the roof, windows, doors, concrete, stucco, and interior of the building.

The existing floorplans for the CF&I Medical Dispensary Building and the initial concept plans/drawings are available upon request via email to christina.trujillo@steelworks.us. Consultant shall utilize these documents to completed the following phases in the Scope of Service.

The preservation and repair shall include the following:

- Roof repair
- Window and door repair
- Stucco repair
- Plaster repair
- Concrete repair
- Drainage repair

2.2 Scope of Services

All designs shall be compliant with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation*, International existing building code and local building codes as necessary for structure, mechanical, electrical and plumbing.

2.2.1 Preliminary Design (Schematic) Phase

- Create initial plans/drawings and existing floor plans to provide Steelworks Center of the West with a preservation and repair design.
- Work with the Executive Director to make any necessary design revisions.
- Include a detailed plans/drawings estimate.

2.2.2 Final Design

- Consultant shall prepare final design documents in electronic format to Steelworks Center of the West.
- Final design shall incorporate all required specifications for a complete and functional project in accordance with professional standards and ethnics within the industry.
- Final design/plans shall include demolition, elevations and cross sections, wall sections, necessary materials, fixtures, finishes and any other plan/detail required for a complete project.
- Provide final estimate.

2.2.3 Construction Documents for Bidding

- Consultant shall work with the Executive Director to prepare the Construction Documents for bidding.
- The final design must be stamped and shall be utilized for bidding, permitting, and construction of all renovation/remodel activities. The Construction Documents for Bidding must include a life safety plan.
- Coordinate preparation of bid documents with the Executive Director.

- Assist Executive Director with any necessary meetings, addenda, etc.

2.2.4 Construction Phase

- Consultant shall be available to attend Board Meetings to provide any additional information requested in consideration for the award of the project.
- Attend pre-construction meeting(s), construction progress meetings, review/approve construction materials submitted, perform periodic inspections, and provide technical assistance as needed by Steelworks Center of the West.

SECTION 3. EVALUATION, SELECTION OF SUCCESSFUL PROPOSAL, AND AWARD

Steelworks Center of the West reserves the right to make an award on receipt of initial proposals. Proposers are encouraged to submit their most favorable proposal at the time established for receipt of proposals.

Proposal will be opened at the Steelworks Center of the West’s Office then presented to the appointed selection committee for evaluation. Selection will be determined by the apparent capability of Proposer to meet all the requirements that best meet the needs of Steelworks Center of the West. The decision of the Steelworks Center of the West’s selection committee shall be final and conclusive. Award will be by means of a written Notice Of Award to the selected Proposer.

Steelworks Center of the West shall evaluate and select Proposals to provide the required services based on the completed proposal responses. Steelworks Center of the West shall be the sole judge in determining how the evaluation process shall be conducted and which Proposer shall be considered for award as deemed to be in the best interest of the organization. The Evaluation Committee will make their final selections based on the submittals that receive a score of 75% or higher.

Steelworks Center of the West may conduct such investigations as the organization considers necessary to assist in the evaluation of any proposal to establish responsibility qualifications and financial ability to any potential Proposer to perform the services specified under this RFP within the prescribed time.

The evaluation criteria noted below are the criteria to be used for evaluation of this RFP. Based on the evaluation process, a rank ordered list of responsive Proposers shall be established. The Proposer shall be rank ordered with the first ranked Proposer considered being the most responsive and the second ranked Proposer being considered the second most responsive. This process shall be continued until all Proposers have been rank ordered.

Evaluation Criteria: Steelworks Center of the West shall evaluate proposals based upon an overall best value determination with the criteria listed below in relative order of importance:

- | | |
|--------------------------------------|-----|
| • Project Approach and Work Schedule | 40% |
| • Fee Schedule | 30% |
| • Statement of Qualifications | 30% |

Submittals will be reviewed with the committee will select a preliminary list of Proposers whose submissions appear to satisfy the requirements of this request.

Preliminary listed Proposers will be notified of their selection and may be invited to personally interview, which will be scheduled as soon as possible after sufficient review of each submittal. Invited companies’ key staff, including proposed project manager must attend the interview.

Waiver and Release By submitting a proposal, the Proposer authorizes Steelworks Center of the West to obtain information concerning the Proposer's performance on other projects it has completed during the prior ten (10) years, including those identified in the submission and those not so identified, of which the organization may become aware. By submitting its proposal, the Proposer and the Sub-Consultants also waive and release all claims against owners, architects, and engineers, and their agents and representatives, relating to or arising from the furnishing of such information to Steelworks Center of the West concerning the Proposers performance on prior projects. In order to effectuate the intent of this clause, each Proposer may be required by the organization to execute information release authorization forms, which specifically release all information providers from all claims that arise from or relate to the information provided.

Steelworks Center of the West shall then determine whether the Consultant proposal with the highest ranking can be accepted as is without negotiations. In the event Steelworks Center of the West determines the negotiation of the Proposers' proposal is necessary, the Proposer shall be notified, and the negotiation process will begin. Should Steelworks Center of the West be unable to negotiate an acceptable service agreement with the highest ranked Prop0oser, then the process described in this paragraph will begin or until all negotiations with qualified ranked Proposers is exhausted. Steelworks Center of the West shall be the sole judge in determining when negotiations are to be concluded.

SECTION 4. GENERAL REQUIREMENTS & INFORMATION

4.1 Proposal Information, Request for Clarification, Omissions, and Addenda

All proposal solicitation documents are posted on Steelworks Center of the West's website. Any changes or revisions to our published solicitation documents will be through written addendum posted on the website. It is entirely the Proposer's responsibility to check the website (<https://www.steelworks.us/>) for any Addenda that may be available.

Should Steelworks Center of the West omit anything from the RFP which is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, the Proposer submitting the proposal shall secure clarification from the Executive Director at least seven (7) days prior to the time of the opening date given above.

It is also the Proposer's responsibility to make email or written inquiries concerning this solicitation to obtain clarification of requirement however, inquires made by electronic mail are preferred. All inquires must be made to the Executive Director listed on the first page of the RFP at least seven (7) days prior to the date of submittal openings and must indicate the Bid Number in the subject line. **Questions presented after this time will not be accepted or answered.**

4.2 Allegations of Misunderstanding

Proposers shall inform themselves of the conditions of the project site and the requirements of the project's scope of work before submitting the proposal. No allowances shall be made by reason of any matter or thing concerning which they might have been fully informed prior to the submittal deadline. No Proposer will be heard after the opening of proposals to assert that there was any misunderstanding as to the nature of the operation expected in this solicitation.

4.3 Preparation of Proposal

4.3.1 Submission: It is the responsibility of the Proposer to submit sufficient additional information to allow for a thorough evaluation of the proposal submitted.

4.3.2 References: Steelworks Center of the West may request a list of at least three reference from other companies for which the Proposer has provided same or similar goods and or services. Their history, personnel, references, quote, and other information that becomes available to Steelworks Center of the West may be utilized as determining factors toward award.

4.3.3 Delivery: Time/Scheduled Service Time: Delivery time stated in the specifications shall apply. Deviations by the Proposer must be stated on the Exception form, Appendix A. Time, if states in number of days, will be consecutive calendar days.

4.3.4 Payment Terms: Steelworks Center of the West's standard payment terms are Net 30, terms of less than thirty (30) days will not be considered. The discount term shall not begin until the goods and/or services have been delivered and accepted and the correct invoice received in Steelworks Center of the West's Bookkeeper Office.

4.3.5 Taxes: Steelworks Center of the West is exempt from Federal, State and Local taxes; however, the successful Proposer is subject to such taxes on materials used in performing this contract and may not be exempt from such taxes. It is the Proposer's sole responsibility to apply for any State Tax exemptions if applicable in the contract. Steelworks Center of the West is not responsible for providing assistance in obtaining such tax exemptions.

4.3.6 Exception to Specifications: Proposers are to state any exceptions taken to this RFP on the Exception Form, Appendix A. If no exceptions are states, the Proposer is required to furnish the items exactly as specified and to comply with all other requirements of this RFP

4.3.7 Patent Indemnity: If any item furnished pursuant to any contract resulting from this RFP shall be covered by any patent, copyright, or application for patent, or copyright, the Proposer shall defend, indemnify, and save harmless Steelworks Center of the West from any and all loss, cost or expense or any and all claims, suite, judgements as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.

4.3.8 Confidentiality: Steelworks Center of the West shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated confidential may nevertheless be subject to disclosure to any citizen under the Colorado Open Records Act (CORA), 24-72-201 to 24-72-309, C.R.S. All proposals, including attachments, supplementary materials, addenda, etc. shall become property of Steelworks Center of the West and will not be returned to the Contractor. **Proposals that are copyrighted or marked "CONFIDENTIAL" in their entirety will be rejected and not receive consideration for the award.**

4.3.9 The Proposals MUST be signed by the Proposer as an officer of the company legally authorized to bind the company contractually. Signature must appear on the Proposal Cover Sheet and Signature Page of this solicitation, signed in ink, preferably blue. Signature on this referenced form shall serve as acknowledgement that the Proposer is willing to enter into an agreement with Steelworks Center of the West and be governed by the Terms and Conditions set forth within this solicitation if their proposal is accepted. Proposer acknowledges and accepts that all components and responses to this RFP will be included in and become part of the final agreement.

4.3.10 Failure to read the RFP and these instructions will be at the Proposer's own risk. The person signing the proposal must initial all corrections in ink. Corrections and/or modifications received after the specified solicitation closing time will not be accepted.

4.3.11 When approximate quantities or dollar amounts are stated, Steelworks Center of the West reserves the right to increase or decrease the quantity and/or amount as best fits its needs. No service shall be performed or become due unless a Written Agreement to Purchase Order shall first have been issued by the Executive Director.

4.4. Written Agreement

The selected Proposer shall be required to enter into an agreement with Steelworks Center of the West; in substantially the same form attached hereto as the Steelworks Center of the West's Agreement (see Sample Agreement – Appendix C). The Proposer will be required to comply with all applicable Federal and State standards, orders, and regulations. Proposers must identify in their responsive submittal any provisions of the contract form that they request be modified, together with the proposed modification language. Signature on the RFP Response Cover Sheet & Signature Page shall serve as an acknowledgement that the proposer is willing to enter into the referenced agreement with Steelworks Center of the West if their Proposal is accepted.

4.5 Rejection of Proposal

No Proposal shall be accepted from, or contract awarded to, any person, company or corporation that is in arrears to Steelworks Center of the West, upon debt or contract or that is a defaulter, as surely or otherwise, upon any obligation to Steelworks Center of the West, or that may be deemed irresponsible or unreliable by Steelworks Center of the West. Proposers may be required to submit satisfactory evidence that they have the necessary financial resources and experience to perform and complete the work outlined in this RFP. Steelworks Center of the West reserves the right to request any additional information as needed to make a sound evaluation decision.

4.6 Proposal Ownership/Confidentiality

All Proposals, including inquires, correspondence, attachments, supplementary materials, addenda, etc. shall become the property of Steelworks Center of the West and will not be returned to the Proposer. The Proposer must state specifically what elements of the Proposal are to be considered confidential or proprietary and must state the statutory basis for the request under the Public (Open) Records Act (Section 24-72-201 et seq. CRS). Confidential or Proprietary information must be readily identified, marked, and separated from the rest of the proposal. Co-Mingling of confidential or proprietary and other information is not acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential. Ref Section 24-72-201 et. Seq., C.R.S. as amended, Public (Open) Records Act.

4.7 Suspension and Debarment

Proposer acknowledges that as of the solicitation submittal date, neither the Proposer/Contractor nor is subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily is excluded (as terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted, or had a Judgment rendered against the Contractor, or its subcontractor(s) for any offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Proposer/Contractor, or its subcontractor(s) from contracting with Steelworks Center of the West, Federal or State government, or any agency or instrumentality thereof.

4.8 Equal Opportunity

All Proposers shall meet and comply with the following provisions which shall be contained in all municipal contracts:

4.9 The proposer/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. The proposer/contractor will take affirmative action in all areas of employment to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to race, color, religion, sex, sexual orientation, ancestry, disability, age, or national origin. *Areas of employment* shall mean and include, but not be limited to, the following: initial employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, terminations, rates of pay, terms of compensation, and selection for training, including apprenticeship.

4.10 Statement of Noncommitment

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Proposer. Steelworks Center of the West assumes no liability for any costs incurred by Proposers throughout the entire selection process or should the project be cancelled. Issuance of this RFP does not commit Steelworks Center of the West to award a contract. The organization reserves the right to reject any or all proposals and to re-advertise should the need arise. All proposals will become the property of Steelworks Center of the West.

4.11 Disqualification of Proposal

Steelworks Center of the West reserves the right to reject a proposal for, including but not limited to, any one or more of the following circumstances:

- 4.11.1 The Proposer has failed to comply with previous contractual commitments or bids to Steelworks Center of the West.
- 4.11.2 In the opinion of Steelworks Center of the West, the Proposer is not capable of providing the offered goods and/or services as offered/required or is otherwise not responsible.
- 4.11.3 The Proposer has not provided sufficient or detailed information, which allows for the evaluation of the bid/proposal
- 4.11.4 In the opinion of Steelworks Center of the West, the offered prices are higher than the prices for which the specified terms or services can be purchased on the open market.
- 4.11.5 The Proposer failed to properly fill in any space on the Quotation Record form and attached documents where information or signature is required.
- 4.11.6 The Proposer failed to submit with their proposal (if required) other material requirements of the RFP or has otherwise submitted a non-responsive proposal.
- 4.11.7 There are unauthorized additions, conditions, alternate bids/proposals, or other irregularities of any kind, which might make the bid/proposal incomplete, indefinite, or ambiguous in meaning.
- 4.11.8 The Executive Director determines that a proposal contains any misrepresentations whatsoever.

4.12 Minor or Technical Irregularities

Minor or technical irregularities in a proposal may be waived provided there is no effect on price, quality, or quantity; clerical errors in a proposal may be corrected, if permitted by the Executive Director and are in the best interest of Steelworks Center of the West.

4.13 Proposal Evaluation and Analysis

Steelworks Center of the West reserves the right to analyze, examine and interpret any proposal for a minimum period of 90 consecutive calendar days after the scheduled opening date. Proposals may not be rescinded during this period except for good cause and with the written approval of the Executive Director. In those situations where the analysis/evaluation exceeds the 90 consecutive calendar days,

Proposers may withdraw their proposals from consideration, or may extend their proposal by written approval from the Proposer.

4.14 Steelworks Center of the West Licensing Requirements

Per City of Pueblo Municipal Ordinance Sections 9-1-2 and 14-4-21, any and all businesses that operate within the City are mandated to be licensed. For questions regarding licensing requirements or to obtain a licensing application please contact the Sales Tax Division (719) 553-2659. Sales Tax Letter is attached as Appendix B.

4.15 Insurance and Indemnity

By signing the Proposal Cover Sheet and Signature Page, the Proposer acknowledges that they have read Section 8 of the attached sample agreement (Appendix C) and agrees that they are in compliance, or will be upon award of the agreement, with these provisions. Note: Professional Liability insurance may be required upon award.

4.16 State-Imposed Mandates Prohibiting Illegal Aliens from Performing Work

By signing the Quotation Record, Contractor acknowledges that they have read section 12 of the attached sample agreement (Appendix C) and agrees that they are in compliance with these provisions.

4.17 Contact Persons

Contractor shall designate two people (the primary contact and an alternate) responsible for the project under this contract. The names, addresses, and telephone numbers of such person(s) shall be provided to Steelworks Center of the West and shall be kept current at all times. It is the responsibility of the Contractor to keep the organization updated if the designated people change.

4.18 Invoices and Payments

The Contractor shall submit an accurate invoice for each phase or as approved for partial payment by the Executive Director. Invoices are to be emailed to Christina Trujillo (Executive Director) at christina.trujillo@steelworks.us. Invoices mailed or provided to any other entity will result in a delay in making payment. Contractors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Executive Director at (719) 564-9086.

4.19 Default/Termination for Cause

4.19.1 If, through any cause, the Contractor fails to fulfill the obligations under any contract resulting from the RFP in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of such a contract, Steelworks Center of the West shall notify the Contractor of such violations in writing and allow a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period Steelworks Center of the West shall have the right to cancel the contract and any or all current contracts, and, if applicable, to purchase the required goods and/or services from another source or sources. Steelworks Center of the West shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

4.19.2 If a contract resulting from this RFP is cancelled, the Contractor shall not be relieved of liability for damages caused by this breach of contract. Steelworks Center of the West reserves the right to recover such damages, including, but not limited to, any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond (if required), a combination of these remedies, or any other legal method available. In

addition, the Contractor may be removed from the Vendor List or determined to be ineligible to respond in future solicitation, as not being responsible.

4.20 Termination for the Convenience of Steelworks Center of the West

Steelworks Center of the West may terminate any contract resulting from this RFP, at any time, by providing the Contractor with a 30-day written notice of such termination. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the organization, if ordered or accepted by Steelworks Center of the West prior to the effective date of termination.

SPECIFICATION/AGREEMENT EXCEPTIONS FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exemptions taken by you to our specific specifications. It should not be the responsibility of Steelworks Center of the West to ferret our information concerning materials which you intend to furnish. If your proposal does not meet all our specifications, you must state so on the spaces below.

Multiple horizontal lines for writing exceptions.

Proposals for goods and/or services not meeting specifications may be considered by Steelworks Center of the West. However, all deviations must be listed above (Must check one (1) response below.)

I DO NOT meet specifications as listed on this RFP; exceptions are stated in the spaces provided above

I DO meet specifications

Signed _____ Firm Name _____

Printed Name and Title _____

Charles B. Hernandez
Director of Finance



One City Hall Place
Pueblo, CO 81003

Valerie A. Palumbo
Tax Audit Manager

Sales Tax Division

(719) 553-2659 – Phone
(719) 553-2657- Fax
saletax@pueblo.us

January 14, 2020

Dear Applicant:

Per the City of Pueblo Municipal Ordinance any/all businesses that operate within the City of Pueblo are mandated to be licensed.

Please see the following ordinance(s):

Sec. 14-4-21.- Definitions

When not clearly otherwise indicated by the context. The following words and phrases, as used in this Chapter, shall have the following meanings:

(9) Engaged in business in the City means performing or providing taxable services in the City or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the City. Such terms includes, but is not limited to, any one of the following activities by a person:

- a. Maintaining a building, store, office, salesroom, warehouse or other place of business within the City either directly, indirectly or through a subsidiary;
- b. Sending one (1) or more employees, agents or commissioned salespersons into the City to solicit or to demonstrate, install, assemble, repair, service or assist in the use of its products, or for other business reasons;
- c. Maintaining one (1) or more employees, agents or commissioned salespersons on duty at a location within the taxing jurisdiction;
- d. Owning, leasing, renting or otherwise exercising control over real or personal property within the City;
- e. Making more than one (1) delivery into the City within any twelve-month period.

Sec. 9-1-2. – Application

(a) Compliance Required. It shall be unlawful for any person, either directly or indirectly, to conduct any business or nonprofit enterprise, or to use in connection therewith any vehicle, premises, machine or device, in whole or in part, for which a license, or permit is required by this Code or any law or ordinance of this City, without a license or permit therefore being first procured and kept in effect at all such times as required by this Code or other law or ordinance of the City.

If you have any questions or would like to obtain the licensing application(s) please contact the Sales Tax Division at 719.553.2659.

A handwritten signature in cursive script that reads "Valerie A. Palumbo".

Valerie A. Palumbo

Tax Audit Manager

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL ARCHITECTURAL FEES

THIS AGREEMENT made and entered this ____ day of _____, 20____ by and between Steelworks Center of the West, a 501 (c)(3) (hereinafter “Owner”), and _____, a professional architect firm (hereafter “Architect”) for Architect to render certain professional architectural and related services for Owner in connection with Project # _____, Project Name _____, hereinafter referred to as the “Project”. In consideration of the mutual covenants hereinafter set forth, all parties agree as follows:

SECTION I. GENERAL

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

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

Upon completion of any phase, Architect shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith. Such services shall include all usual and customary professional architectural services and the furnishing (directly or through its professional consultants) of customary and usual civil, mechanical, electrical, engineering, environmental, and planning services. Architect shall also provide any landscape architectural, surveying and geotechnical services incident to its work on the Project.

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

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

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

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

SECTION 2 ARCHITECT SERVICES

2.1 Preliminary Design (Schematic) Phase

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

- (a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study Report on the Project.
- (b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, and outline of specifications, and written descriptions of all significant features of Project.
- (c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of the project.
- (d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.
- (e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensations, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- (f) Architect shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase

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

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

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

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

(e) Architect shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.4 Construction Documents and Bidding Phase

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

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

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms by contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contact documents and drawings shall also be submitted to Owner in Microsoft Word format on electronic media.

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

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

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

2.5 Construction Phase

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

- (a) Perform all duties and functions to be performed by the Architect under the terms of the construction contract.
- (b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as the same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A-Scope of Services concerning the level of observation shall determine Architect's obligation concerning level of observation.
- (c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents
- (d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any Consultant, subconsultant, supplier, or vendor on the Project.
- (e) Reject any work on the Project that does not conform to the contract documents.
- (f) On request of the Owner, the construction Consultant or any subconsultant on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.
- (g) Review shop drawings, samples, product data and other submittals of the Consultant for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Consultant and Owner with respect thereto, any exemptions noted, or modification or resubmittals required.
- (h) Review all applications of Consultant for payment and in connection with same, issues certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Architect's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Consultant in accordance with the Drawings, Specifications, and other contract documents.
- (i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner, concerning all proposed substitutions of material and equipment.
- (j) Draft, for Owners consideration, and offer recommendations upon, all proposed change orders and contract modification.
- (k) On application for final payment by the Consultant, make final inspection of the Project, assembling and delivering to the Owner any written guaranties, instruction manuals as-built drawings, diagrams and charts required b the contract documents, and issuing a certificate of final completion of the Project.
- (l) The Architect shall, if so provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Consultant, the Architect shall promptly make written interpretation of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Architect shall be final and binding on the Consultant and Owner, unless the Executive Director

shall, within seven calendar days after receipt of the Architect's interpretation or decision, file his written objections thereto with the Architect and Consultant.

2.6 Additional Responsibilities

This paragraph applies to all phases of the Architect's work.

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

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

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

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

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

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

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Architect shall submit to Owner for approval a schedule showing the order in which Architect proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as not to delay. Owner's time table for achievement of interim tasks and final completion of Project work, provided however, the Architect will not be responsible for delays

beyond his control

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

2.7 Requirements Where Federal Assistance Provided. [Select one]

Architect understands that Owner will be funding the Project in part or in whole by a grant or loan from the National Park (“The Federal Agency”). Architect agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency which apply to the work to be performed under this Agreement, whether referenced in Appendix A or not. It is the responsibility of the Architect to confirm these conditions and regulations before entering into this Agreement. All applicable grant or loan conditions and regulations of the Federal Agency are incorporated into this agreement by reference.

SECTION 3: OWNER’S REPONSIBILITIES

3.1 Owner shall:

- (a) Designate a representative to whom all communications from Architect shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.
- (b) Advise Architect of Owner’s Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.
- (c) Provide Architect with available information pertinent to the Project including any previous supplies, studies or data possessed by Owner which relates to design or construction of the Project.
- (d) Assist in arranging for Architect to have access to enter private and public property as required for Architect to perform his services.
- (e) Examine all studies, reports, sketches, Drawings, Specifications proposals and other documents presented by Architect, and render written decisions pertaining thereto within a reasonable time. The Owner’s approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Architect of responsibility for the professional adequacy of his work. The Owner’s review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of auction arising out of the performance of this Agreement.

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

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

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

SECTION 4: TIME FOR PERFORMANCE

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

SECTION 5: PAYMENT

5.1 Owner will pay Architect as full compensation for all services required to be performed by Architect under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$86,200.00 in the aggregate, and not to exceed those maximum amounts set forth in Appendix B "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount in Appendix B for such phase.

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

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

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

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

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

SECTION 6 TERMS AND TERMINATION

6.1 Term: The term of this Agreement begins on the Effective Date and ends on August 1, 2027, unless sooner terminated in accordance with this Agreement. Steelworks Center of the West reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation: This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Steelworks Center of the West, contrary to Article X, Section 20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of Steelworks Center of the West, which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to Steelworks Center of the West.

6.3 Client reserves the right to terminate this Agreement and Architect's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Architect and its subconsultants 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 Architect may have accumulated in performing this Agreement, together with all finished work and work in progress.

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

6.5 In the event termination of this Agreement or Architect's services is for breach of this Agreement by Architect, or for other fault of Architect including but not limited to an failure to timely proceed with work, or to pay its employees and Architects, 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, Architect's entire rights to be compensated shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expense reasonably incurred, prior to date of termination.

6.6 Architect's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS

7.1 (a) Ownership of Documents All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Architect in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Architect agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all technical data pertaining to the work to be performed under this Agreement. In the event the Owner uses the designs,

Drawings or Specifications provided hereunder for another project independent for Project, without adaptation by Architect, Owner shall hold harmless and indemnify Architect from all loss, claims, injury and judgements arising from the use of such designs, Drawings or Specifications for other Projects.

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

7.2 Insurance and Indemnity

- (a) Architect agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him for claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his employees or any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).
- (b) The minimum insurance coverage which Architect shall obtain and keep in force is as follows:
 - (i) Workers Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where work is performed.
 - (ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars (\$1,000,000) per occurrence for property damage, and One Million and no/100 Dollars (\$1,000,000) for excess umbrella liability.
 - (iii) Professional Liability Insurance in amounts and from acceptable to Owner, and with a deductible not exceeding \$500,000.
- (c) Architect agrees to hold harmless, defend and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors or omission of Architect, his employees, subconsultants and consultants.

7.3 Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Architect by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Christina Trujillo, Steelworks Center of the West, 213 Canal St. Pueblo, Colorado, 81004 or the Architect 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.

7.4 Entire Agreement

This instrument contains the entire agreement between the Owner and the Architect respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Architect in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment, the provision in this Agreement shall control and supersede the conflicting provision in the Appendix or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 Successors and Assigns

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

7.6 Amendments

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

7.7 Choice of Law

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

7.8 Equal Employment Opportunity

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

7.9 Severability

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

7.10 Appropriations

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

7.11 Additional Requirements on Federally Funded Contracts

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

7.12 Access to Property Not Under Owners Control

Architect acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Architect and Architect's employees and consultants shall, at Architect's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Architect in obtaining access to such property. Architect understands and agrees that entry to properties not under Owner's control may require Architect to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES

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

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

SECTION 9. APPENDICES

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

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

Appendix B - "Fee Schedule" consisting of _____ pages

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

SECTION 10. ACCESSIBILITY

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

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

(a) At or prior to the time for execution of this Agreement, Architect shall submit to the Executive Director its certification that it does not knowingly employ or contract with illegal alien who will perform work under this Agreement and that the Architect 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 section 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 Agreement.

(b) Architect shall not:

- I. Knowingly employ or contract with an illegal alien to perform work under this contract;
 - II. Enter into a contract with subconsultant that fails to certify to Architect that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- (c) The following state-imposed requirements apply to this contract:
- (I) The Architect shall have confirmed or attempted to confirm the employment eligibility of all its employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
 - (II) The Architect is prohibited from using the E-Verify Program or Department Program procedures to undertake any pre-employment screening of job applicants while this Agreement is being performed.
 - (III) If the Architect obtains actual knowledge that a subconsultant performing work under this Agreement, the Architect shall be required to:
 - A. Notify the subconsultant and the Executive Director within three (3) days that the Architect has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and
 - B. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III) A. above the subconsultant does not stop employing or contracting with the illegal alien; except that the Architect shall not terminate the contract with the subconsultant if, during such three (3) days, the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.
 - (IV) The Architect is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as “CDLE”) made in the course of an investigation that CDLE is undertaking pursuant to its authority under Section 8-17.5-102(5), C.R.S.
- (d) Violation of this Section by the Architect shall constitute a breach of contract and grounds for termination. In the event of termination, the Architect shall be liable for Owner’s actual and consequential damages.
- (e) Nothing in this Section shall be construed as requiring the Architect to violate any terms of participation in the E-Verify Program.
- (f) Violation of this Section 11 by the Architect shall constitute a breach of contract and grounds for termination. In the event of such termination, the Architect shall be liable for Owner’s actual and consequential damages.
- (g) As used in this Section 11, the term “subconsultant” shall mean any subconsultant or subconsultant of Architect rendering services with the scope of this Agreement.

SECTION 12 RESERVED

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement into this ____ day of _____, and is effective on August 15, 2024 (Effective Date) by and between Steelworks Center of the West and _____ to serve as the Architectural and Consulting Services for Preservation and Repair of the CF&I Medical Dispensary Building.

STEELWORKS CENTER OF THE WEST,
A 501(c)(3)

ARCHITECT

Name: _____

By: _____
Executive Director

Signature _____
Title: _____

[SEAL]

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

Bookkeeper

APPROVED AS TO FORM:

Board President