

**PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
DUNAKILLY MANAGEMENT GROUP CORP.**

THIS AGREEMENT is made and entered this ___ day of _____, 20___, by and between Pueblo, a Municipal Corporation (hereinafter referred to as "Client") and Dunakilly Management Group, Corp., a registered Colorado Corporation (hereinafter referred to as "Consultant"), for Consultant to render professional project representation, design review support, and construction administration and inspection services (hereafter referred to as consulting services) for Client with respect to Bid 22-030 Project Representative and Construction Inspection Services for the New Fire Stations 6, 8, and 11 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 consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Scope of Services"). Such services shall include all usual and customary professional services contemplate by and generally associated with consulting services, and Consultant represents and warrants that it is and shall remain properly licensed and certified to perform such services. In the event this Agreement follows the selection of Consultant by Client pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are 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. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his work.

(b) Consultant shall be responsible to Client for all loss or damage to Client caused by Consultant's negligent act or omission. If applicable, 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 the schedule provided by the design team and general contractor is the schedule by which Consultant proposes to accomplish its work. 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.

(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. \$225,158.00, computed as set forth in Schedule 2. The maximum amount of compensation for each phase and for each fire station shall not exceed the amount specified 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, mileage, 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 shall provide direction, review and instruction as Consultant may reasonably require in performance of the Scope of Services.

(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.

(c) Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any 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. 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 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 7. 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. The Consultant shall secure and maintain during the period of this agreement/contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the agreement/ contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Agreement/Contract, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to owner.

(iv) Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement/contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. 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 site of the project of 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 8. 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 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. 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 City of Pueblo, Department of Public Works, Attn: Andrew Hayes, 201 W. B Street, Pueblo, CO 81003 or to the Consultant at Dunakilly Management Group Corp., Attn: Rob Deevy, 1979 W. Littleton Blvd., Littleton, CO 80120. 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, color, religion, sex, national origin, disability or age. Consultant 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.

(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 9. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Contract, Consultant shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "Worker Without Authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker Without Authorization"), who will perform work under this Contract and that the Consultant 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 Contract.

- (b) Consultant shall not:
- (i) Knowingly employ or contract with a Worker Without Authorization to perform work under this Contract;
 - (ii) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a Worker Without Authorization to perform work under this Contract.
- (c) The following state-imposed requirements apply to this Contract:
- (i) The Consultant 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 Consultant 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 Consultant obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a Worker Without Authorization to perform work under this Contract, the Consultant shall be required to:
 - A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with a Worker Without Authorization; and
 - B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker Without Authorization ; except that the Consultant shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker Without Authorization.
 - (iv) The Consultant 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 by the Consultant shall constitute a breach of contract and grounds for termination. In the event of such termination, the Consultant shall be liable for City's actual and consequential damages.
- (e) Nothing in this Section shall be construed as requiring the Consultant to violate any terms of participation in the E-Verify Program.

SECTION 10. 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 Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION DUNAKILLY MANAGEMENT GROUP, CORP.

By _____
Naomi Hedden, Director of Purchasing

By _____
President or Vice President

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Laura Solano, Chief of Staff

APPROVED AS TO FORM:

Daniel Kogovsek, City Attorney

Attachments: Schedule 1: Scope of Services
 Schedule 2: Fee Schedule
 Additional Information for Agreement

Schedule 1: Scope of Services

Excerpts from Request for Proposal dated April 14, 2022, Section 2,
Request for Bid Clarification dated May 13, 2022,
and Second Request for Bid Clarification dated June 2, 2022

Excerpt from Request for Proposal dated April 14, 2022, Section 2, pages 7-10:

2.1 General

The following are the general duties, responsibilities, and limitations of authority for the Consultant. Consultant shall include all of the duties as listed within this section as needed during the various phases at no additional cost to the Client:

- 2.1.1 Set up and manage project management online software, including shared documents, project accounting, scheduling, submittals/shop drawings, contacts, payment applications, correspondence, meetings/minutes, job site reports, test reports, inspection/correction reports, change orders, punch lists, etc. and secure access requirements. Provide an electronic archive, in appropriate format, of all project management files.
- 2.1.2 Establish a relationship with all Project Managers (for the City, General Contractor, subcontractors, etc.) as the central point of contact for coordinating all project activities.
- 2.1.3 Consultant shall establish a City approved process for request/work approvals, maintenance of project records, responses to inquiries from consultants, contractors and suppliers. As needed, the Consultant shall transfer information to decision-makers, coordinate project information flow, and disseminate progress reports to the City.
- 2.1.4 Develop a flow chart for clear communication and decision-making (as approved by City's Project Manager).
- 2.1.5 Provide oversight and coordination of the Project from the City's perspective to balance costs, time, and quality effectively.
- 2.1.6 Represent the City's interests at regular project meetings and provide advice that will help facilitate economic, efficient, desirable development and acceptable construction procedures. Additionally, Consultant shall track project-related issues, assign responsibility, and track follow-through.
- 2.1.7 Generate, monitor, and update the master schedule milestones for all design phases, design review, bidding activities, major equipment purchases, fixture and equipment lead times, and coordination of activities outside construction.
- 2.1.8 Develop and track a master project budget including soft costs and construction costs. Manage updates to a master budget from start of the Project to completion. Assist the City with monitoring, identifying cost savings, and designing options/products.
- 2.1.9 Establish a process by which all changes can be priced, submitted, reviewed, and added or subtracted from the project cost.
- 2.1.10 Coordinate with the City's Project Manager to review change orders and track change orders from submittal through approval (whether subtracting or adding to the project cost). Consultant shall provide recommendations and alternate options for change orders to reduce cost impact to the project.
- 2.1.11 Review requests for payment by vendors and advise City of inspection/completion prior to City issuing payment approval.
- 2.1.12 Submit to suggestions, alternates, improvements, technology, advancements, or other forms/concepts that may improve design or reduce project costs.

2.2 Design and Planning

The Consultant shall serve as assistant to the Project Manager, acting on the City's behalf, as the primary contact for the design team. Following are the City's expectations, at a minimum, for the design and planning phase. Consultant shall:

- 2.2.1 Work with the design team to refine the design to be within the City's budget. Upon City's approval of the design schematics and budget, the design team will prepare the necessary architectural and other design development documents; the Consultant will review the design with respect to compliance with agreed-upon project objectives and communicate between design team and City.
- 2.2.2 Meet with the design team and City regularly to assist progress of design decisions required. Review and offer commentary on the design deliverables relative to building performance, constructability, project budget conformance, and other due diligence factors on behalf of the City.
- 2.2.3 Work with the design team and City departments for specifications of fixtures, furniture, and equipment necessary for the project. May need to coordinate with the City's Purchasing Department prior to completion of specifications/requirements and to aid with project cost estimates.
- 2.2.4 Assist the design team coordination with the City's IT department for developing and incorporating AV and security technology needs.
- 2.2.5 Assist the City's Fire Department and City's Project Manager to develop and incorporate special Fire Department needs for the Project.
- 2.2.6 Discuss the project goals with the City to review critical information gathered related to the Project and analyze strategies for the Project's success.
- 2.2.7 Assist design team and City to ensure the design is within the City's budget. Review the cost estimates provided by the design team for accuracy and completeness. Verify the estimates independently as necessary to ensure that the quantities and costs are valid and reasonable.
- 2.2.8 Advise the City promptly if the project is not on track with respect to schedule and/or budget. Additionally, Consultant shall make recommendations and propose alternates for remedy of any issues regarding schedule or budget.
- 2.2.9 Review the drawings and plans on behalf of the Owner. Provide feedback from City to design team and track design/planning phase through completion of the project.
- 2.2.10 Analyze existing site for issues related to construction implementation and logistics. Provide interpretation of plans and specifications, as needed.
- 2.2.11 Review progress payment requests of the design team and provide payment recommendations to the City.
- 2.2.12 Work with the design team to establish proper project quality controls during the construction phase.

2.3 Construction Administration

The Consultant shall serve as assistant to the Project Manager, acting on the City's behalf, as the primary contact for the design team, general contractor, subcontractors, etc. as needed for the construction phase of the project. The Consultant shall (at a minimum):

- 2.3.1 Assist or act as liaison for the City to obtain building permits, governmental approvals/authorizations, and sign offs (approvals) necessary for the design, construction, and operations of the Project. Confirm that the permit process is completed prior to the start of construction.
- 2.3.2 Act on behalf of City (with direction from City's Project Manager) to consult/meet with utility providers and ensure all utility and related services are delivered to the site.
- 2.3.3 Establish a strong working/communication relationship with the general contractor and act as the City's primary liaison during all construction and/or related services.
 - Review the General Contractor's safety plan for the construction site
 - Work with the General Contractor to establish a schedule and logistics plan. Regularly monitor construction schedule with any time changes, delays, etc. and communicate these revisions

between General Contractor and City. Only delays accepted in writing by the City may be added to the schedule.

- Assist with planning for the placement of construction trailers, fences, signage, staging areas, supply storage, and construction traffic zones.
 - Observe the construction activities and document site observations.
- 2.3.4 Attend weekly construction meetings and advise City regarding construction costs, schedule, and construction/service coordination.
- 2.3.5 Monitor the progress of construction work. Track corrective measures by/for the general contractor to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the design team, owner or Contractor.
- 2.3.6 Monitor the design team's construction-phase performance with respect to timeliness of documentation, type, and frequency of contractually agreed-to project reporting and other documentation relied upon by the Owner and Owner's Representative.
- 2.3.7 Monitor design team's reports, track any issues, and confirm close-out of any quality related concerns.
- 2.3.8 Monitor the construction phase activities of the design and engineering firm(s), including the following:
- Technical review and approval of materials submittals and samples.
 - Resolution of technical questions that may arise during construction.
 - Timeliness of documentation, type, and frequency of contractually agreed-to project reporting and other documentation.
 - Review construction change orders and advise City of recommendation for approval or alternate solution. Report any impact the proposed change orders may have on scope, quality, overall budget, and on timely completion of the project. Note: Approval of change orders must be in writing by City's Project Manager.
- 2.3.9 Monitor inspections and testing reports to assure they take place as required. Review reports and advise City of taking necessary such that any deficiencies are immediately addressed.
- 2.3.10 Immediately act to resolve City's concerns or questions that may arise during construction.
- 2.3.11 Review progress payment requests of the contractor and provide payment recommendations to the Owner.
- 2.3.12 Monitor the turnover of supplies, materials, and equipment used for or on the construction site.
- 2.3.13 Assist City's Project Manager with maintaining record copies and permanent project files of necessary design and construction-related communications.

2.4 Post-Construction & Warranty Period

The Consultant shall assist the City, design team, general contractor, subcontractors, etc. as needed for the completion of the project. On behalf of the City and at the direction of the City's Project Manager, the Consultant shall (at a minimum):

- 2.4.1 Assist design team and City with creation of a punch list to track acceptable completion of all design, planning, and construction activities.
- 2.4.2 Coordinate with City's Project Manager, design team, and General Contractor for necessary walk-throughs and documentation for the punch list.
- 2.4.3 Ensure that the building commissioning and startup services are adequately performed and that each fixture, installed furnishing, and piece of equipment is complete and properly functioning before City issues a written acceptance. Ensure that all tests are performed and documented for start of warranty periods.

- 2.4.4 If any extended warranties are offered to the City, Consultant shall advise of cost associated and value of the extended warranty. If necessary, Consultant shall obtain additional documentation and information for City to evaluate extended warranty offers.
- 2.4.5 Monitor the turnover of stock supplies of materials as specified by the contract documents.
- 2.4.6 Monitor the preparation of operations, maintenance manuals, and as-built plans and specifications on behalf of the Owner.
- 2.4.7 Confirm that the permit process is completed prior to the close out of project construction. When appropriate, provide a recommendation to the City for issuance of the Certificate of Substantial Completion.
- 2.4.8 Provide recommendation to the Owner regarding the final acceptance of the Project and release of final payment to the contractor(s).
- 2.4.9 Coordinate, monitor, and assist City departments, contractors, suppliers, etc. with the moving of new and stored furnishings and equipment to the new completed facility.
- 2.4.10 During the City's warranty period (one year) for all work, Consultant shall assist City with any issues or complaints and determine the necessary corrective actions. If determined to be a warranty issue, Consultant shall coordinate warranty repair activities on behalf of the City. If the complaints or issues are not warranty related, Consultant may provide proposed resolutions for City to consider.
- 2.4.10 At the 11 month warranty walk through for/with the City, design team, and contractors, Consultant shall address any issues to be immediately resolved under warranty or recommend close out of warranty at the 12 month warranty termination.

Excerpt from Request for Bid Clarification dated May 13, 2022, page 1:

- 1. The work for this project will be assigned by phases in the following order:
 - A. Design & Planning (Section 2.2)
 - B. Construction Administration (Section 2.3)
 - C. Post-Construction & Warranty Period (Section 2.4)
 Note: General (Section 2.1) includes work for all phases listed above and an appropriate cost (amount) should be included with each phase A, B, and C.

Excerpt from Second Request for Bid Clarification dated June 2, 2022, page 1:

- 1. Revised Scope of Work
 - 1.1 The City is considering expanding the project Scope of Service to include additional Fire Stations. The revised Scope of Service would include Fire Stations 6, 8, and 11 based on potential funding approvals.
 - 1.2 The following conditions are expected for the expanded Scope of Service:
 - a. The City is requesting approval of additional funds for the award of the increased Scope of Service; however, award and amendments to the initial award may be assigned as funding is approved.
 - b. For the purposes of continuity, the City would like to consider award to one (1) consultant for the Scope of Services of all three (3) stations.
 - c. The anticipated Scope of Service will remain consistent for all three (3) stations.
 - d. The City is planning to award one (1) design firm for all three (3) stations. The design project is scheduled for presentation to City Council on June 13, 2022.
 - e. We anticipate the tentative award of this project within the month of June with anticipated presentation to City Council at the end of June or early in July. The intent is for the Project Representative to begin immediately after City Council approval of funds and award of the initial agreement.
 - f. The City has planned for the design (and future construction) of all three (3) stations to run simultaneously.

- g. A future bid will be issued for construction of the three (3) stations. The construction may be awarded to one (1) General Contractor or the City may select multiple (up to 3) General Contractors. If one General Contractor is selected, construction will be phased to promote efficiencies within the construction trades and scheduling of labor.

(Continue to next page)

Schedule 2: Fee Schedule

Excerpts from Bidder’s Proposal Submitted May 5, 2022 and
Bidder’s Response to Second Request for Clarification Submitted June 8, 2022

Excerpt from Bidder’s Response to Second Request for Clarification Submitted June 8, 2022, page 2:

	Fire Station 6	Fire Station 8	Fire Station 11
The amounts below shall include the Section 2.1 “General” tasks as needed for each phase at no additional cost to the Client.			
Design & Planning (Section 2.2)	\$ 31,008	\$ 24,038	\$ 16,680
Construction Administration (Section 2.3)	\$ 57,600	\$ 48,600	\$ 43,200
Post-Construction & Warranty Period (Section 2.4)	\$ 1,728	\$ 1,152	\$ 1,152

Excerpt from Bidder’s Proposal Submitted May 5, 2022, page 24:

Labor Costs	Hourly Rate
Gary Cahill Principal/Project Manager	\$180.00
Rob Deevy Cost & Schedule Control	\$180.00
Todd Decker Design Management	\$180.00
Jeannie Mabey QA/QC/CA	\$180.00
Reimbursable/Other Costs	
Customary expenses are included in the hourly rate.	

ADDITIONAL INFORMATION

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

E-Verify Participation Letter

Insurance Certificate(s)



DUNAKILLY MANAGEMENT GROUP CORP.

Unique Entity ID ZJJAR89ADZM3	CAGE / NCAGE 5VG54	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 8, 2023	
Physical Address 1979 W Littleton BLVD Littleton, Colorado 80120-2022 United States	Mailing Address 1979 W Littleton BLVD Littleton, Colorado 80120-2022 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Colorado 06	State / Country of Incorporation Colorado / United States	URL http://www.dunakilly.com

Registration Dates

Activation Date Jan 11, 2022	Submission Date Jan 8, 2022	Initial Registration Date Jan 26, 2010
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Entity Dates

Entity Start Date Jun 6, 2007	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 5VG54

Points of Contact

Electronic Business

☒ Gary Cahill	1979 W. Littleton BLVD Littleton, Colorado 80120 United States
Gary Cahill	1979 W. Littleton BLVD Littleton, Colorado 80120 United States

Government Business

☒ Robert Deevy	1979 W. Littleton BLVD Littleton, Colorado 80120 United States
Robert Deevy	1979 W. Littleton BLVD Littleton, Colorado 80120 United States

Past Performance

☒ Robert Deevy	1979 W. Littleton BLVD Littleton, Colorado 80120 United States
Robert Deevy	1979 W. Littleton BLVD Littleton, Colorado 80120 United States



For this Record...
 Filing history and documents
 Trade names
 Get a certificate of good standing
 File a form
 Subscribe to email notification
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Business Home
 Business Information
 Business Search

FAQs, Glossary and Information

Summary

Details			
Name	Dunakilly Management Group Corp.		
Status	Good Standing	Formation date	06/06/2007
ID number	20071268773	Form	Corporation
Periodic report month	June	Jurisdiction	Colorado
Principal office street address	1979 W. Littleton Blvd, Littleton, CO 80120, United States		
Principal office mailing address	n/a		

Registered Agent	
Name	Robert Deevy
Street address	1979 W. Littleton Blvd, Littleton, CO 80120, United States
Mailing address	1979 W Littleton Blvd, Littleton, CO 80120, United States

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Dunakilly Management Group Corp.

is a

Corporation

formed or registered on 06/06/2007 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20071268773 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/14/2022 that have been posted, and by documents delivered to this office electronically through 06/15/2022 @ 11:44:16 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/15/2022 @ 11:44:16 in accordance with applicable law. This certificate is assigned Confirmation Number 14096011 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."