

**PROPOSED MASTER CONTRACT FOR MEP ENGINEERING SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
BCER ENGINEERING, INC.**

THIS CONTRACT is made and entered this ___ day of _____, 20___, by and between Pueblo, a Municipal Corporation, PO Box 1427, Pueblo, CO 81001 (hereinafter referred to as the "City") and BCER Engineering, Inc., a registered Colorado Corporation, 5420 Ward Road, Arvada, CO 80002_(hereinafter referred to as the "Engineer"),

WITNESSETH:

RECITALS

A. The City solicited competitive proposals for Bid 22-013 RFP MEP Engineering Consulting Services for City Facilities to provide engineering services to include specific mechanical, electrical, and plumbing (MEP) engineering and related services for future City of Pueblo Public Improvement projects (hereinafter referred to as "RFP").

B. In response to the RFP, Engineer submitted its proposal (hereinafter referred to as "Response").

C. City has evaluated all Responses submitted and selected Engineer to perform MEP engineering services for various anticipated projects.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants, City and Engineer agree as follows:

1. ENGAGEMENT.

(a) City engages Engineer and Engineer accepts such engagement to perform the services set forth in this Contract and the standard form of Agreement for Professional Mechanical, Electrical, and Plumbing (MEP) Engineering Services ("CIP Engineering Agreement Form") or the standard form Agreement for Professional Services ("Consultant Agreement Form") (collectively hereinafter referred to as "Approved Form Agreement"), execution of which will be required for each Project as may be directed by the City. A copy of the CIP Engineering Agreement Form is attached hereto and labelled Exhibit A and a copy of the Consultant Agreement Form is attached hereto and labelled Exhibit B.

(b) Anticipated Projects (hereinafter referred to as the "Projects") may include the Scope of Services for each Agreement for any Project and shall be consistent with and meet following requirements:

- Long range facility planning
- Project planning
- Detailed mechanical, electrical, and plumbing engineering design
- Preparation of bid documents
- Consultant/contractor evaluation and prequalification
- Process consulting
- Construction management and inspection.
- Analysis of project site
- Graphics including plans, perspectives, elevations, details, and renderings
- Final design criteria
- Preliminary plan sets
- Attend and facilitate meetings
- Final construction documents
- Provide all necessary duties for construction management, if requested.
- Other projects requiring support from Consultant/Engineer as need arises

(c) City may, or may not, in its sole discretion undertake any of the Projects. Upon written direction from City requesting Engineer to undertake a project, the Engineer shall prepare a specific Scope of Service, Fee Schedule (based upon Schedule 2 of this Agreement), and Work Schedule necessary to complete the project.

(d) After mutual approval of the Scope of Service, Fee Schedule, maximum compensation and Work Schedule, the City will incorporate such agreed upon terms into the Approved Form Agreement which shall be executed by Engineer.

(e) After execution of such agreement by Engineer, City will submit same to City Council of City for approval and any such agreement shall be subject to and conditioned upon City Council approval.

(f) In addition to the scope of work set forth in Subsections 1(a) through (e), City may request services on an as needed basis. Request for such services shall be initiated and documented by a written work order agreement (“Work Order”) signed by the Public Works Director of City and approved by the Director of Finance and Director of Purchasing. The Work Order shall set forth the work to be performed, the time for completion and the compensation, including maximum compensation not to exceed \$10,000, for performance of such work and shall otherwise be in substantially the same form as attached hereto as Schedule 4. Said compensation shall be approved as provided in Subsection 1(g) this Agreement. The work to be performed under any Work Order shall be included in the “Basic Services” and “Project” as such terms are used in Exhibit B - Consultant Agreement Form and shall be subject to all terms and conditions of Exhibit B - Consultant Agreement Form as if same had been fully executed by the parties for such work to be performed. The maximum sum under Section 3(a) of Exhibit B - Consultant Agreement Form shall, for the purposes of the work to be performed, be the maximum compensation set forth in the Work Order and approved pursuant to Section 1(g) of this Agreement. All such services shall include all usual and customary professional engineering services necessary for such work to be performed.

(g) When requested by City, Engineer shall prepare without charge to City a bid amount for any proposed Work Order (“Work Order Compensation”) requested under Subsection 1(f) which shall be based upon the fee schedule set forth in Schedule 2 and shall itemize compensation amounts and include the maximum compensation amount necessary for completion and performance of all work set forth in the Work Order. Should City have any dispute, question, required clarification or other issue with respect to the Work Order Compensation, Engineer shall meet and confer in good faith with City to resolve such issue. No Work Order shall be signed and issued by the Public Works Director of City unless and until City approves the Work Order Compensation. No Work Order shall be approved for which the maximum compensation exceeds \$10,000.

(h) No minimum amount of work is guaranteed under this Agreement. City reserves the right to engage and/or contract with other parties to perform services which otherwise might be requested under this Agreement.

2. TERM.

(a) This Contract is for a term of three (3) years commencing July 1, 2022 and ending June 30, 2025. The term of this Contract may be extended for an additional period of two (2) years by way of two (2) one (1) year options, upon mutual agreement of City and Engineer.

(b) In the event the City exercises the provision to extend the agreement after the initial term, adjustments in the Fee Schedule set forth in Schedule 2 shall be permitted. Such adjustment shall be calculated based upon the most current annual percentage change in the DOL CPI-W index for Denver-Aurora-Lakewood Colorado available during the date of adjustment; provided, however, in no event will the adjustment be greater than three percent (3%).

(c) This Contract may be terminated by the City at any time, without cause or liability, upon thirty (30) days prior written notice given to the Engineer specifying the date of termination, provided, however, that the termination of this Contract shall not terminate or be deemed to terminate any existing agreements or Work Orders executed by and between the parties pursuant to Section 1 of this Agreement.

3. GENERAL COVENANTS. Engineer covenants that it is:

(a) Competent and qualified to perform; and will perform the services and work contemplated by this Contract and the Agreement(s) in a professional manner to the satisfaction of the City.

(b) Familiar with the requirements stated in the RFP, Section 2 with respect to the services and work contemplated by this Contract and the Agreement(s) and will perform such services and work in compliance therewith.

4. RECORDS AND DATABASE. Engineer shall maintain a cost accounting system acceptable to City. The City shall have access to any books, documents, papers, and records of the Engineer that are directly pertinent or relate to this Contract or any Agreements for a specified Project, for the audit purposes, examination, inspection, excerpts, and transcription. The Engineer shall maintain such records for three (3) years after City makes final payments to Engineer and all pending matters are closed. Engineer shall prepare and maintain an electronic database (compatible with AutoCAD) that accurately represents all existing and future civil infrastructure for all Projects completed under this Contract and any Agreements for a specified Project.

5. SPECIFIC COVENANTS. Engineer covenants that, during the performance of this Contract and any Agreement for a specified Project, Engineer will:

(a) comply with all federal statutes and regulations relating to nondiscrimination in federally assisted programs.

(b) comply with the State of Colorado's requirements for State Revolving Fund Loan Projects.

(c) comply with all other laws, regulations, and requirements for applicable Federal, State, local, and grant funded Projects.

6. RIGHTS TO INVENTIONS. Plans, drawings, designs, specifications, inventions, reports and all other documents and materials generated under this Contract or any Agreement for a specified Project shall become the sole property of City, subject to applicable federal grant requirements, and City shall be vested with all rights therein of whatever kind and however created, whether by common law, statute, or equity. Engineer shall retain sole ownership of pre-existing proprietary property, including but not limited to, computer programs, software, diagrams, and models.

7. INSURANCE AND INDEMNITY.

(a) Engineer agrees that it has procured and will maintain during the term of this Contract, such insurance as will protect it and City 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 Engineer shall obtain and keep in force is as follows:

(1) 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 City.

(2) Commercial General Liability Insurance. The Engineer 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

Engineer 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 Engineer under the provisions of the Agreement/Contract, and "Completed Operations and Projects Liability" coverage.

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

(4) Comprehensive Automobile Liability Insurance. The Engineer 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 Engineer 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 Engineer.

(c) Engineer shall furnish to City a certificate or certificates of insurance showing compliance with this section 7. Engineer shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Engineer shall immediately notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

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

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

(a) At or prior to the time for execution of this Contract, Engineer 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 Engineer 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) Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Engineer 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 Engineer 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 Engineer 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 Engineer shall constitute a breach of contract and grounds for termination. In the event of such termination, the Engineer shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Engineer to violate any terms of participation in the E-Verify Program.

9. CERTIFICATIONS. Engineer certifies that:

(a) Neither Engineer nor any of its principals are presently, or at the time of execution of any Agreement for a specified Project, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or in any such subsequent Agreement for a specified Project by any entity or agency. Engineer will include this clause in all lower tier transactions, solicitations, proposals, contracts, subcontracts, and agreements.

(b) Engineer is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives and that it will comply with the Department of Transportation trade restriction regulations 49 CFR Part 30. Engineer will include this clause and other clauses required by said trade restriction regulations in all lower tier transactions, solicitations, proposals, contracts, subcontracts, and agreements.

10. NOTICES. Any notice required or permitted by this Contract shall be in writing and may be served personally or mailed by first-class mail, postage prepaid, addressed to the party at its address shown on the first page hereof, and if to the City, a copy of thereof shall be given to City of Pueblo, Department of Public Works, Attn: Andrew Hayes, 211 E. D Street, Pueblo, Colorado, 81003. Either party may change addresses upon written notice given to the other party specifying the changed address.

11. FINANCIAL OBLIGATIONS OF CITY. All financial obligations of the City under this Contract and any Agreement for a specified Project in any subsequent fiscal year of the City are subject to, and contingent upon, funds being specifically budgeted and appropriated for such purposes (Projects). This Contract 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 the City of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract and any Agreement for a specified Project, with respect to any financial obligation of the City which may arise under this Contract in any fiscal year after 2021, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Contract or any Agreement for a specified Project by the City, and the City may terminate this Contract or any Agreement for a specified Project without liability.

12. MISCELLANEOUS.

- (a) This Contract shall be governed and interpreted in accordance with the laws of the State of Colorado.
- (b) In the event of any litigation arising out of this Contract, the court shall award to the prevailing party its costs and reasonable attorney fees. Venue for any such litigation shall be Pueblo County, Colorado.
- (c) This Contract contains the entire agreement between the City and Engineer and incorporates all prior written and oral understandings and agreements between the parties.
- (d) This Contract may only be modified or amended by written instrument signed by both City and Engineer.
- (e) This Contract shall be binding upon and inure to the benefit of City and Engineer and their respective successors and assigns, provided, however, Engineer shall not assign this Contract, Agreement for a specific Project, or any interest herein without the prior written consent of City.

13. PERA LIABILITY. The Engineer 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 Contract. The Engineer shall fill out the Colorado PERA Questionnaire at time of award and submit the completed form to City as part of the signed Contract.

(Signature section on following page)

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BCER ENGINEERING, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Mike Schroeder, Principal-In-Charge

Attest: _____
City Clerk

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney

Attachments:

- CIP Engineering Agreement Form - Exhibit A
- Consultant Agreement Form - Exhibit B
- Schedule 1 – Scope of Services
- Schedule 2 – Fee Schedule
- Schedule 3 – Identification of Personnel, Subcontractors, and Task Responsibility
- Schedule 4 – Work Order Form
- Additional Information for Contract

NOTE: This form shall be completed at time of award for each individual project as applicable.

**PROPOSED AGREEMENT FOR
PROFESSIONAL MECHANICAL, ELECTRICAL, PLUMBING (MEP) ENGINEERING
SERVICES BY AND BETWEEN CITY OF PUEBLO
AND BCER ENGINEERING, INC.**

THIS AGREEMENT made and entered this ____ day of _____, 20____ by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner" or "City") and BCER Engineering, Inc., a registered Colorado Corporation, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional planning, design, engineering and related services for Owner in connection with Bid 22-013 RFP MEP Engineering Consulting Services for City Facilities, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL

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

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

Upon completion of any phase, Engineer 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 engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical, plumbing, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Schedule 1 – "Scope of Services" and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer 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 engineer.

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 architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall perform the following unless otherwise stated in Schedule 1:

- (a) Consult with Owner to determine his requirements for the Project and review available data.
- (b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist Owner in obtaining any such services.
- (c) Provide special analyses of Owner's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- (d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- (e) Provide general economic analysis of Owner's requirements applicable to various alternatives.
- (f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner and setting forth Engineer's findings and recommendations with opinions of probable costs.
- (g) Furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with Owner. Owner may request additional copies as needed for no additional charge.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall perform the following unless otherwise stated in Schedule 1:

- (a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study Report on the Project.
- (b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- (c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- (d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to Owner based thereon.
- (e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- (f) Engineer shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall perform the following unless otherwise stated in Schedule 1:

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

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

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

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

(e) Engineer shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall perform the following unless otherwise stated in Schedule 1:

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

(b) After review and comment by Owner, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to Owner. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

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

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

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

2.5 Construction Phase. If Engineer 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, Engineer shall perform the following unless otherwise stated in Schedule 1:

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

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work

and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

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

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

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

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

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

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

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

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

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work

on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Architect and Contractor.

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

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

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; except that Engineer 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) Engineer'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) Engineer shall be completely responsible for the safety of Engineer's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss, or injury to Engineer's employees.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection. [Note: Schedule 3 will be an excerpt from Proposer's submittal]

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

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

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this

Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

[Remove if not needed for this Agreement or insert specific language required by the federal agency or state entity as required]

(a) Engineer understands that Owner will be funding the Project in part or in whole by a grant or loan from _____ (the "Federal Agency"). Engineer 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 under this Agreement, whether referenced in Schedule 1 or not. All applicable loan or grant conditions and regulations of the Federal Agency and regulations are incorporated into this Agreement by reference.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer 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 Engineer 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 Engineer with available information pertinent to the Project including any previous reports, studies or data possessed by Owner which relates to design or construction of the Project.

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

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, 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 Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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

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

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

SECTION 5. PAYMENT

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed [Enter bid grand total] in the aggregate, and not to exceed those maximum amounts set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Exhibit 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 specified in Schedule 2 for such phase.

5.2 Engineer 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 Engineer 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 Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Schedule 2 - "Fee Schedule."

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

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

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

SECTION 6. TERMINATION

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

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer 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 Engineer or Client. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

6.3 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees and Engineers, 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, Engineer'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.

6.4 Engineer'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 Engineer 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 Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Engineer, Owner shall hold harmless and indemnify Engineer from all loss, claims, injury, and judgments arising from the use of such designs, Drawings or Specifications for such other project.

(b) Advertising. Unless specifically approved in advance in writing by Owner, Engineer shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Engineer's employees. If Engineer 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) Engineer agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Engineer 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) Engineer agrees to hold harmless, defend and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors or omissions of Engineer, his employees, subcontractors, and consultants.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer 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, City of Pueblo, Department of Public Works, Attn: Andrew Hayes, 211 E. D Street, Pueblo, CO 81003 or to the Architect at BCER Engineering, Inc., Attn: Mike Schroeder, Principal-In-Charge, 5420 Ward Road, Arvada, CO 80002. 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 Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer 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 Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule 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 due hereunder to the Engineer may be assigned by him without the written consent of the Owner. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

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 Engineer and by Owner's Director of Public Works.

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

7.8 Equal Employment Opportunity. In connection with the performance of this Agreement, Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or age. Engineer 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 other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer 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 Engineer 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, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under Owner's control may require Engineer 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 Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.

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

SECTION 9. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of __ pages.
- Schedule 2- "Fee Schedule" consisting of ___ pages.
- Schedule 3 - "Work Schedule" consisting of _____ pages.
- Schedule 4 – "Work Order" consisting of ____ pages.

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer 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 WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Contract, Engineer 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 Engineer 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) Engineer shall not:

(i) Knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement;

(ii) Enter into a contract with a subcontractor that fails to certify to Engineer that the subcontractor shall not knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement.

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

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

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

(iii) If the Engineer 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 Agreement, the Engineer shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Engineer 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 Engineer 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 Engineer 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 Engineer shall constitute a breach of the agreement and grounds for termination. In the event of such termination, the Engineer shall be liable for City’s actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Engineer to violate any terms of participation in the E-Verify Program.

SECTION 12. PERA LIABILITY

The Engineer 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 Engineer shall fill out the Colorado PERA Questionnaire at time of award 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

BCER ENGINEERING, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Mike Schroeder, Principal-In-Charge

Attest: _____
City Clerk

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney

NOTE: This form shall be completed at time of award for each individual project as applicable.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN CITY OF PUEBLO
AND BCER ENGINEERING, INC.**

THIS AGREEMENT is made and entered this ___ day of _____, 20___, by and between Pueblo, a Municipal Corporation (hereinafter referred to as "Client") and BCER Engineering, Inc., a registered Colorado Corporation (hereinafter referred to as "Consultant"), for Consultant to render professional ___[service type]_____ services for Client with respect to Bid 22-013 RFP MEP Engineering Consulting Services for City Facilities and related ancillary services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES

(a) Consultant shall satisfactorily perform the professional planning and consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Scope of Services"). Such services shall include all usual and customary professional ___[service type]_____ services including any required drafting or design services incident to its work on the Project. In the event this Agreement follows the selection of Consultant by Client pursuant to a Request for Proposals (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, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same.

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

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

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

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

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

SECTION 3. FEES FOR SERVICES; PAYMENT

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

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

(c) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2.

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

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

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

SECTION 4. CLIENT'S RESPONSIBILITIES

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

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

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

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

SECTION 5. TERMINATION

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

(b) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

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

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

SECTION 6. SITE ACCESS

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

SECTION 7. USE OF DOCUMENTS

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

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

SECTION 8. INSURANCE AND INDEMNITY

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

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

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(ii) Commercial General Liability Insurance. 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 9. SUBCONTRACTS

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

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

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

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

NOTE - THIS SECTION MAY REQUIRE REVISION

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

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

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

SECTION 11. MISCELLANEOUS

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, City of Pueblo, Public Works Department, Attn: Andrew Hayes, 201 E. D Street, Pueblo, CO 81003, or to Consultant at BCER Engineering, Inc., Attn: Mike Schroeder, Principal-In-Charge, 5420 Ward Road, Arvada, CO 80002. 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 12. 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 13. 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 attached hereto 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 BCER ENGINEERING, INC.

By _____
Naomi Hedden, Director of Purchasing

By: _____
Mike Schroeder, Principal-In-Charge

Attest: _____
City Clerk

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney

SCHEDULE 1

SCOPE OF SERVICES

At a minimum the Agreement shall include the following excerpt from Section 2 of the Request for Proposal dated May 11, 2022

[Note: Add additional Scope of Service as needed for each project.]

2.3 Scope of Service:

The Consultants shall provide all professional services necessary to complete the project which will consist of, but not be limited to, long range facility planning; project planning; detailed engineering design; preparation of bid documents; consultant/contractor evaluation and prequalification; process consulting; and construction management and inspection. [delete any items that do not apply to this project]

Specific tasks may include, but shall not be limited, to the following: [delete any items that do not apply to this project]

- Provide staff and services on an as-needed basis.
- Analysis of Project Site – Provide recommendations for locating all amenities listed in the project scope based on user safety and experience, economic feasibility, environmental sustainability, and constructability.
- Graphics – Provide necessary graphics (plans, perspectives, elevations, details, and renderings) to best illustrate the project.
- Final Design Criteria – Develop final design criteria, construction materials and methods, dimensions and site amenities.
- Preliminary Plan Sets – Prior to bidding the project, provide five (5) sets of plans for both a 70% and 90% complete Construction Documentation packet for review including specifications and a detailed cost estimate for construction.
- Pre-Submittal Meetings – Attend pre-submittal meetings and provide necessary addendums to the submittal.
- Final Construction Documents – Provide 2 sets of final construction documents and specifications to the project manager for bidding [including one (1) electronic copy].
- Provide all necessary duties for construction management, if requested.
- Attend and facilitate meetings as necessary with City staff throughout the development of the project.
- Firm must be familiar with public processes and coordinate with City staff in presenting details to City Council if required.

2.4 Project Implementation

- At no time will Consultant be allowed to begin a project prior to approval and expect to be reimbursed by City. All projects as assigned must be coordinated with the City's Project Manager.
- Cost overages during the project must be pre-authorized and obtain written approval of the City's Project Manager.

SCHEDULE 2

FEE SCHEDULE

Excerpt from Bidders Response to RFP dated June 8, 2022, pages 42 - 43

[Note: Add specific fee schedule for each project.]



5420 Ward Rd., Suite 200
Arvada, CO 80002
303.422.7400
bcer.com

SCHEDULE OF HOURLY RATES

Effective July 1, 2022 through July 1, 2024

HOURLY RATES

Hourly rates in effect as of the date noted above are:

PERSONNEL CATEGORY	HOURLY RATE
Principal	\$230
Director	\$215
Program Manager	\$210
Senior Project Manager	\$190
Project Manager	\$170
Senior Engineer/Designer/Consultant III	\$215
Senior Engineer/Designer/Consultant II	\$190
Senior Engineer/Designer/Consultant I	\$170
Engineer/Designer/Consultant III	\$150
Engineer/Designer/Consultant II	\$125
Engineer/Designer/Consultant I	\$110
Engineer/Designer/Consultant Intern	\$80
Senior Construction Administrator I	\$170
Construction Administrator II	\$150
Construction Administrator I	\$125
Senior BIM/3D Specialist	\$165
Senior BIM/CAD Specialist II	\$125
Senior BIM/CAD Specialist I	\$115
BIM/CAD Specialist III	\$95
BIM/CAD Specialist II	\$80
BIM/CAD Specialist I	\$70
Project Coordinator I	\$90
Project Coordinator	\$75
Clerical	\$70

DENVER | COLORADO SPRINGS | ST. PETERSBURG | MELBOURNE

Discipline

Hourly Rate

Cost Management Services

Managing Director / Director / Regional Director	\$185.00
Associate Director	\$175.00
Senior MEP Specialist Cost Manager	\$165.00
Senior Cost Manager	\$155.00
Cost Manager	\$125.00
Assistant Cost Manager / Estimating Technician / Intern	\$115.00

SCHEDULE 3

IDENTIFICATION OF PERSONNEL, SUBCONTRACTORS, AND TASK RESPONSIBILITY

Excerpt from Bidders Response to RFP dated June 8, 2022, pages 20 - 27

TEAM ORGANIZATIONAL CHART



MIKE SCHROEDER, PE

Principal-in-Charge/QA/QC



Mike's thoughtful leadership and engineering expertise have been a major contribution to BCER's success over the years. Mike excels at analyzing all aspects of a project, including the end user's needs, and figuring out how design can support it. His vast career experience allows him to take a holistic look at projects and to apply the best practices to each. He leads his teams to deliver consistent quality while always being on the pioneering forefront of new technologies and design standards. His own definition of success is having the entire design team so excited about a project that they want to do it all over again when complete.

Experience

28 years total, 19 years with BCER

Education

Bachelor of Science in Mechanical Engineering,
Kansas State University

Registrations

Licensed as a Professional Engineer in CO, AZ,
FL, IL, KS, KY, MN, NM, NC, TX, WY, and Puerto
Rico

Affiliations

ASHRAE, ASHE, CAHED, CSI, NCEES

Representative project experience

Roaring Fork Transit Authority (RFTA), CO

Owners Representative - Glenwood Maintenance Facility

Colorado Dept. of Human Services, CO

Colorado Mental Health Institute - Suicide Risk Mitigation Project - Campus-Wide Assessment (Pueblo & Fort Logan Campuses)
Colorado Mental Health Institute - Suicide Risk Mitigation Project (Pueblo Campus)

Pueblo Community College, CO

Davis Building Remodel

Colorado Springs Utilities, CO

Mesa Water Treatment Upgrades

Ft. Carson Stryker HQ Colorado Springs, CO

Demolition and Renovation - Building 2352

Town of Larkspur, CO

Jellystone RV Park Wastewater Treatment Facility

Arapahoe County, CO

Detention Center Risk Mitigation

City and County of Denver, CO

FCAP (Facility Condition Assessment Program)
Sewer Replacement - Admin Building

Boulder County, CO

Justice Center DA Office Renovation
Sheriff Armory
Courthouse - East Wing Remodel

City of Aurora, CO

Public Library - Hoffman Heights (North Branch)
Southeast Aurora Maintenance (SEAM) Facility - New Maintenance Facility
Utah Pool - Renovations

Denver Museum of Nature and Science, CO

Morgridge Family Exploration Center - Multiple Renovations
Administration Remodel
Bond Projects - Chiller Replacement

Montrose County, CO

Historic Courthouse Renovation

SHANE NEWMAN, PE

Project Manager/Senior Mechanical Engineer



Shane has learned that one of the most important skills an engineer can possess is concise and timely communication. He has earned the trust of clients and owners alike with his knack for explaining technical issues clearly and always with a problem-solving mindset. Instead of running from issues during the project cycle, he tackles them expeditiously as they arise. As someone who is always looking for a challenge, Shane knows there are valuable lessons to be learned in every project. It gives him a diverse technical skillset beneficial to any team he is a part of.

Experience

20 years total, 4 years with BCER

Education

Bachelor of Science in Mechanical Engineering,
University of Colorado Denver

Registrations

Licensed as a Professional Engineer in CO, TX

Affiliations

American Society of Heating, Refrigerating
and Air-Conditioning Engineers (ASHRAE),
International Society for Pharmaceutical
Engineering (ISPE), American Society of
Mechanical Engineers (ASME)

Representative project experience

State of Colorado, CO

State Capitol Building - Chiller Study
State Capitol Building - Chiller, Cooling Tower &
Chilled Water Loop Upgrade
State Capitol Building - Relocate Subbasement
Systems

City and County of Denver, CO

Police Admin Building - MEP Master Plan
Swansea Recreation Center - Natatorium Addition
FCAP (Facility Condition Assessment Program)

City of Aurora, CO

Southeast Aurora Maintenance (SEAM) Facility - New
Campus

Town of Buena Vista, CO

Buena Vista Police/Town Hall - New Facility

Lake County, CO

Lake County Justice Center - New Facility

Boulder County, CO

Justice Center - DA Office Renovation
Courthouse - IT Room Cooling
Courthouse - 3rd Floor Remodel
Boulder County Jail - Central Plant Expansion
Boulder County Jail - Pod A Expansion
Boulder County Jail - Pod B Sub Day Rooms
Boulder County Jail - Pod C Hardening
Boulder County Jail - Administration Renovation
Boulder County Jail - Intake Renovation
Boulder County Jail - Alternate Sentencing

Sierra Nevada Corporation, CO

315 CTC Vail Lab
Boxelder SCIF Manufacturing
Composites Manufacturing
Consolidation Office Park Renovation
Willowbrook Park Hangar 1 Office

Upsher-Smith, CO

DHW Boiler Upgrade CD's
Exhaust Fan Emergency Power
Hot Water Heater Owner Revs
Power Safety Issues
Electrical As-Built
Facility CAD File Updating
Process Drain Review

JEFF VISNIC, PE, LEED-AP, MBA

Senior Electrical Engineer



Jeff is an experienced Electrical Engineer who understands the value of TEAM. He has a natural ability to mentor and develop his team members to help them grow and flourish in their roles. He enjoys working closely with clients and building those all important relationships to ensure projects go smoothly. Jeff has a passion for learning, and has worked hard to be a leader in this field. He brings a strong collaborative and constructibility mindset to this team and will ensure strong quality assurance and quality control for this project.

Experience

21 years total, 2 years with BCER

Education

M.B.A., Decision Sciences – Operation & Project Management, University of Colorado - Denver

B.S., Engineering, Electrical Specialty, Business Management Minor, Colorado School of Mines

Registrations

Licensed as a Professional Engineer in AZ, CA, CO, TX, WY.

Affiliations

CAHED - Colorado Association of Healthcare Engineers and Directors
A4LE - Association for Learning Environments

Representative project experience

City of Colorado Springs, CO

Spring Creek/Royer Lighting

Town of Parker, CO

Jordan Road Undercrossing

City of Aurora - Public Works, CO

25th Avenue Pedestrian Blvd.

City of Aurora, CO

Southeast Aurora Maintenance (SEAM) - New Campus

City of Centennial, CO

Centennial Bridge Replacement

City and County of Denver, CO

Police Admin Building - MEP Master Plan

City of Arvada, CO

Ralston Road - Yukon St to Garrison St. - Roadway Improvements

Boulder County, CO

Courthouse - 3rd Fl Remodel
Boulder County Jail - Administration Renovations
Boulder County Jail - Alternate Sentencing
Boulder County Jail - Intake

Wilmarc Precision Technology, CO

Manufacturing Facility - New

Sierra Nevada Corporation, CO

IAS Office Park Renovation
Composites Manufacturing Facility

E470 Public Highway Authority, CO

E470 - 38th Interchange
E470 Widening

Stanley Hotel, CO

Stanley Carriage House Restaurant

Aurora Public Schools, CO*

Central High School - Clinic Remodel
Gateway High School - Clinic TFO
Aurora Academy Charter School - Renovation

*Projects completed with another firm.

GREGG ADAMS, ASSOC IALD, LC, IES, LEED AP® BD+C

Senior Lighting Consultant



As a senior lighting consultant, Gregg is responsible for all phases of project management from proposal to design to completion. Gregg provides expertise in specification of high performance, energy-aggressive integrated lighting and lighting control systems as well as project management and project leadership. He has become a proponent of sustainability through the years and views it as the “mission and vision” of his work.

Experience

32 years total, 6 years with BCER

Education

MS Business Administration, University of Denver
Bachelor of Fine Arts, Arizona State University

Certifications

Lighting Certified, National Council on
Qualifications for Lighting Professions (NCQLP)

Affiliations

Illumination Engineering Society of North
America (IESNA), IESNA Progress Report
Committee Secretary, International Association
of Lighting Designers (IALD) - Associate Member

Awards

2021 IESNA Award of Merit for Lighting Control
Innovation – Freyer-Newman Center at Denver
Botanic Gardens

Representative project experience

Town of Parker, CO

Jordan Road Undercrossing
Main Street Improvements

Colorado Springs Airport, CO

Spring Creek/Royer Lighting Project

Douglas County Department of Public Works, CO

Douglas County Buckley Powder Code Study

City of Centennial, CO

Centennial Bridge Replacement

City of Aurora, CO

Street Lighting Standards
Quincy Widening Project
Westerly Creek Toll Gate Trail Connector
Interim LED Spec Misc
East Mississippi Widening
Gun Club Road Widening
Parker Quincy Smoky Hill Improvements
Potomac Street Utility Undergrounding

City and County of Denver, CO

39th Ave/Park Hill Greenway
48th Ave Viaduct Maint Final Design
DPAC-RTD Station Improvements
Lindsey-Flanigan Courthouse - Renovation
River North Park Lighting
Levitt Pavilion at Ruby Hill
Buell Theater Facade and Structural Study
Broadway I-25 Wedge Ramp
LaFamilia Rec. Center, Natatorium Design
Wildland Fire Storage Building

Denver Botanic Gardens, CO

Boettcher Memorial Center - New Facility
Freyer-Newman Center - New Facility

Denver Museum of Nature and Science, CO

Space Odyssey Initiative
West Atrium Sky Terrace Renovation

City of Arvada, CO

Candelas PV Street Light Study
Neighborhood Street Lighting Recommendations
Ralston Road - Yukon St to Garrison St
Wadsworth-Grandview Lighting Study

Sierra Nevada Corporation, CO

Composites Manufacturing

RICH GARNER, CPD

Lead Plumbing Designer



Rich has more than 20 years of experience in the design of plumbing and fire protection systems specifically for Healthcare facilities across the Colorado Front Range. He has worked closely with the Mechanical design team to develop the plumbing and medical gas systems for the new Children's South Campus Hospital in Highlands Ranch, CO. Rich also served as the Project Plumbing Designer for Phase I construction of UHealth Anschutz Inpatient Pavilion, and he served as the plumbing designer for this Phase II expansion of the Anschutz Inpatient Pavilion.

Experience

27 years total, 27 years with BCER

Education

Associates Degree, ITT Technical Institute

Certifications

Certified in Plumbing Design

Representative project experience

Colorado Department of Human Services, CO

Institute of Forensic Psychiatry
Colorado Mental Health Institute

- Pueblo HVAC and Water Softener
- Pueblo Boiler Plant Modular Study
- Pueblo/Fort Logan Suicide Risk Mitigation
- Pueblo High Security Forensic Institute
- Fort Logan Suicide Risk Mitigation Project
- Fort Logan High Security Forensic Institute

University of Colorado Colorado Springs, CO

Science Building - Renovation

Town of Parker, CO

Parker Town Hall

Douglas County, CO

Sheriff Sub-Station - New

Douglas County School District, CO

Core Knowledge Charter School

Douglas County Libraries, CO

Castle Pines - Mechanical Upgrades
Parker - Mechanical Upgrades
Lone Tree - Mechanical Upgrades

Children's Hospital Colorado South Campus, CO

New Hospital (200,000 sf Facility with future expansion capacity)
Inpatient Care Facility

City of Aurora, CO

Southeast Aurora Maintenance (SEAM) - New Campus

City and County of Denver, CO

District 2 Police Station
District 3 Police Station
LaFamilia Recreation Center - Natatorium Design
Swansea Recreation Center - Basis of Design

Boulder County, CO

Justice Center - DA's Office Renovation
Boulder County Jail - Alternate Sentencing
Boulder County Jail - Central Plant Expansion
Boulder County Jail - Intake

CLAIRE MESTLER, PE

Lead Life Safety Engineer



Claire not only understands what makes a project successful; she embodies it. She strives to make her part in every project the best that it can be through good communication, finding and solving problems early, and always doing a thorough follow-up to discuss lessons learned. She enjoys working with various people who bring a project to life from the drawing phase to project close-out. Her attention to detail and aptitude for identifying and solving problems are valuable to BCER's Life Safety and Fire Protection team and every project she is a part of.

Experience

10 years total, 5 years with BCER

Education

Bachelor of Science in Mechanical Engineering,
Colorado School of Mines

Registrations

Licensed as a Professional Engineer in AZ, CO,
FL, WY

Affiliations

Fire Marshals Association of Colorado (FMAC),
Automatic Fire Alarm Association National
Chapter (AFAA) and Rocky Mountain Chapter
(RMAFAA), Society of Fire Protection Engineers,
National and Rocky Mountain Chapters (SFPE)

Representative project experience

Children's Hospital Colorado Springs, CO

Lobby Remodel

Douglas County Department of Public Works, CO

Douglas County Buckley Powder - Code Study

Douglas County School District, CO

Ranch Middle School

Sierra Middle School

Stone Canyon - Water Supply Study

Stone Canyon - Fire Sprinkler Water and Base
Camp

North Ridge Elementary School - Fire Alarm

Mountain View Elementary School - Fire/Smoke
Dampers

City of Aurora, CO

Southeast Area Maintenance (SEAM) - New Campus,
Fire Alarm Design

City and County of Denver, CO

Police Administration Building - Fire Alarm Study

Police Administration Building - Fire Alarm CD-CA

Webb Building - Fire Alarm Assessment

Arthmar Recreation Center - Remodel

St. Charles Recreation Center - HVAC & Electrical
Upgrades

U.S. General Services Administration (GSA), CO

1801 California - GSA Fire Protection/Life Safety
Assessment

370 17th Street - GSA Fire Assessment

Denver Place 6th Floor - GSA Assessment

Denver Place 7th & 8th Floor - GSA Assessment

Denver Federal Center Building 48 - Fire Protection/
Life Safety

Denver Federal Center Building 67 OIG - Fire Alarm/
Fire Protection

Denver Federal Center Building 16 - Chiller
Replacement

State of Colorado Department of Human Services (CDHS), CO

Platte Valley Youth Services Center - Fire Sprinklers

Denver Museum of Nature and Science

Admin Remodel

New Volunteer Offices

Southeast Wing Basement Remodel



LUCAS STOVER

Director



Lucas is a highly skilled cost management professional with a background in Civil Engineering. Since joining Cumming in 2015, he has performed estimating services across all sectors providing quantity take-offs, specification review, obtaining pricing quotes, change order estimating, value engineering, and project reconciliation from conceptual to close-out phases of projects. Lucas has successfully managed teams for programs ranging from \$50,000 to \$2 billion. With a strong emphasis on communication, Lucas ensures all costs are provided promptly and accurately.

Representative Experience

Highlands Ranch Senior Center, Highlands Ranch, CO
 Adams County, DA Building, Brighton, CO*
 Rocky Mountain Rescue Headquarters, Boulder, CO*
 Union Colony Civic Center Master Plan, Greeley, CO
 City of Fort Collins, Carnegie Building, Fort Collins, CO
 City of Fort Collins, New North Transit Center Options, Fort Collins, CO
 Commercial Development, Walnut Street, Fort Collins, CO
 City of Aurora, Metro Center Mixed-Use Development Infrastructure, Aurora, CO
 City & County of Denver, New National Western Center, Event & Education Complex Cost Update, Denver, CO
 Craig Hospital Interim Master Plan, Englewood, CO
 Denver Museum of Nature and Science, Nature Play and DeBoer Waterway, Denver, CO
 Denver Zoo, Phase 1 Master Plan Improvements Incl. New Animal Hospital-Brown Bear Exhibit Reno-4D Theater, Denver, CO
 Denver Zoo, Flamingo Lagoon, Denver, CO
 Durango-La Plata County Airport, Multi-Phased Terminal Expansion, Durango, CO
 Elizabeth Parks and Recreation, Casey Jones Park, Elizabeth, CO
 Greeley West, New 304-Unit Multi-Family Development, Greeley, CO
 Larimer County Fairgrounds & Events Complex, FNBO Exhibition Building Expansion, Loveland, CO
 Mobridge Regional Hospital & Clinics, Mobridge, SD
 RFTA Employee Housing, Aspen, CO
 SCL Health, New West Hospital Campus, Wheat Ridge, CO
 Sherman St. Property, Office Building Conversion to Apartments, Denver, CO
 State of Colorado, Capital Complex Buildings Renovations to Achieve LEED Certification, Denver, CO
 Tincup Distillery Resort, New Campus Buildings, Blackhawk, CO
 Town of Frisco, Village Center Building, Frisco, CO
 CalFire/San Mateo County Fire Replacement No. 17 Feasibility Study, San Mateo, CA
 Napa County, New Carneros Fire Station, Napa, CA
 City of Alameda, Fire Station Five Historic Rehabilitation/Renovation Feasibility Study, Alameda, CA
 City of Oakland, Fire Station No. 12 Renovation, Oakland, CA
 City of Milpitas, Fire Station No. 2 Replacement, Milpitas, CA
 Confidential Client, New Corporate HQ Bldg. Market/Feasibility Study, Fort Worth, TX

Education

Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo

Software

D-Profiler
 Destini
 On-Screen Take Off
 Excel
 PowerPoint
 Word
 AutoCAD
 REVIT

Availability

Lucas is available to start this project immediately and will be available 15%-25%, depending upon phase.

Experience

Years Total: 7
 With Cumming: 6

SCHEDULE 4

SAMPLE WORK ORDER

This Work Order is entered pursuant to and subject to the terms and conditions of the MASTER CONTRACT FOR MEP ENGINEERING SERVICES, including Exhibit B - Consultant Agreement Form incorporated therein, dated _____, 20__ between Pueblo, a Municipal Corporation ("City"), and _____ ("Engineer").

Scope of Work:

Time for Completion:

Work Order Compensation:

Approved by: _____ Dated: _____
Public Works Director, City

Approved by: _____ Dated: _____
Director of Finance, City

Approved by: _____ Dated: _____
Director of Purchasing, City

Accepted by: _____ Dated: _____
Engineer Representative

ADDITIONAL INFORMATION FOR AGREEMENT

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

E-Verify Participation Letter

Corporate Authorization to Endorse Agreements

Insurance Certificate(s)



For this Record...
 Filing history and documents
 Trade names
 Get a certificate of good standing
 File a form
 Subscribe to email notification
 Unsubscribe from email notification

Business Home
 Business Information
 Business Search

FAQs, Glossary and Information

Summary

Details			
Name	BCER ENGINEERING, INC.		
Status	Good Standing	Formation date	11/01/1994
ID number	19941121225	Form	Corporation
Periodic report month	November	Jurisdiction	Colorado
Principal office street address	5420 WARD ROAD, SUITE 200, ARVADA , CO 80002, United States		
Principal office mailing address	n/a		

Registered Agent	
Name	BCER Engineering Inc
Street address	5420 Ward Road, Ste 200, Arvada, CO 80002, United States
Mailing address	n/a

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,

BCER ENGINEERING, INC.

is a

Corporation

formed or registered on 11/01/1994 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 19941121225 .

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 @ 17:43:06 .

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 @ 17:43:06 in accordance with applicable law. This certificate is assigned Confirmation Number 14097686 .



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."