

**PROPOSED MASTER CONTRACT FOR ENGINEERING SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.**

THIS CONTRACT ("Contract") is made and entered this ___ day of September, 2022, by and between the City of Pueblo, a Municipal Corporation, (hereinafter referred to as the "City") and Dibble & Associates Consulting Engineers, Inc., an Arizona Corporation authorized to do business in the State of Colorado, with an address of 2696 South Colorado Boulevard, Suite 330, Denver, Colorado 80222 (hereinafter referred to as the "Engineer").

WITNESSETH:

RECITALS

A. The City owns Pueblo Memorial Airport ("Airport") and solicited competitive proposals for Bid 22-054 RFQ for Pueblo Memorial Airport Engineer of Record ("RFQ") to provide engineering services, to include but not limited to modeling analysis, long range project planning, engineering design, and construction project management assistance and related services for future Airport projects.

B. In response to the RFQ, Engineer submitted its statement of qualification and project approach (hereinafter referred to as "Statement of Qualifications" or "Response").

C. City has evaluated all Statements of Qualifications ("SOQ"s) submitted and selected Engineer to perform various anticipated projects at the Airport.

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 each Agreement for Professional Engineering Services (hereinafter referred to as "Agreement") entered into hereunder, execution of which will be required for each Project as may be directed by the City. A copy of the Agreement is attached hereto. 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 the requirements of the following sections.

(b) The Schedule of Projects, depending on Federal, State, or local funding, may include:

- Rehabilitate and realign portions of the apron
- Runway rehabilitation
- Taxiway rehabilitation
- Airfield lighting installation
- Snow removal equipment acquisition
- Hangar architecture, design, and construction
- Pavement maintenance including sealcoats and crack sealing
- Storm water design and construction
- Any additional work as needed by the Airport

- Airport perimeter wildlife fencing
- A complete list of anticipated projects was included in the RFQ.

(c) Additionally, the Engineer shall prepare and maintain an electronic database (compatible with AutoCAD) that accurately represents all existing and future civil infrastructure for the projects completed under this agreement. Engineer will provide a copy of said database to City upon request at any time after award of contract.

(d) The Engineer will be required to provide all professional services necessary to complete the projects, 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.

(e) City and Engineer shall develop a complete scope of work for each project assigned under the RFQ and this Contract. Tasks may include, but shall not be limited, to the following:

- Provide staff and services on an as-needed basis.
- Analysis of Project Site – Provide recommendations 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 the City bid for Construction of the project, Engineer shall provide five (5) sets of plans for both a 70% and 90% complete Construction Documentation for review (must including specifications and a detailed cost estimate for construction).
- Pre-Submittal Meetings – Attend pre-submittal meetings and assist with addendums as needed.
- Final Construction Documents – Provide 2 printed sets and 1 electronic set of final construction documents and specifications to the project manager for preparation of City's bid documents.
- Provide all necessary duties for construction management, if requested.
- Attend and facilitate meetings as necessary with City staff throughout the project.
- Engineer shall coordinate with City staff in presenting details to City Council if required.

(f) City may, or may not, in its sole discretion undertake any of the Projects. Upon written direction from City, the Engineer shall execute with the City an Agreement for each of the Projects as directed by City.

i. If City directs performance of Engineer for one of the Projects, Engineer shall prepare a specific Scope of Service, Fee Schedule, Timeline, and Identification of Personnel, Subcontractors, and Task Responsibility to be attached to the Agreement as Schedules.

(g) Within a reasonable time after receipt of the Agreement, Engineer shall review same and advise City if the Agreement is acceptable to Engineer, or which modifications/changes Engineer requests with respect thereto.

(h) After mutual approval of the terms and provisions of the Agreement, City will submit same to City Council or City for approval.

2. TERM. This Contract is for a term of three (3) years commencing October 1, 2022 and ending September 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. This Contract may be terminated by either party at any time, without cause or liability, upon thirty (30) days prior written notice given to the other party specifying the date of termination, provided, however, that the termination of this Contract shall not terminate or be deemed to terminate any existing Agreements executed by and between the parties with respect to any specified Project.

3. GENERAL COVENANTS. Engineer covenants and warrants 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 regulations and requirements of Section 2 of the RFQ with respect to the services and work contemplated by this Contract and the Agreement(s) and shall perform such services and work in compliance therewith.

4. RECORDS AND DATABASE. Engineer shall maintain a cost accounting system acceptable to City, FAA, FEMA, ARPA, CDOT, and/or any other funding agency. The City and funding agency, or any of their duly authorized representatives, 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 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 and guarantees that, during the performance of this Contract and any Agreement for a specified Project, Engineer will comply with all FAA, FEMA, ARPA, State, CDOT, local, and any other grant requirements, regulations, and laws as specified in Appendix F of the RFQ for this project and/or any other state, federal, local, or other grants as they may become available during the term of this Contract. Engineer shall comply with all applicable Federal Aviation Administration (FAA) Contract Clauses as set forth in the RFQ and as attached hereto as Schedule 4 and incorporated herein.

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 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 it and all its subcontractors under the Agreement and 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 and 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 and 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. 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 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.

9. 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 thereof shall be given to Director of Aviation, 31201 Bryan Circle, Pueblo, Colorado, 81001. Either party may change addresses upon written notice given to the other party specifying the changed address.

10. 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, 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 immediately terminate this Contract or any Agreement for a specified Project without liability.

11. 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 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. All Agreements shall be governed by and controlled by this Contract, each Agreement being subject to the terms hereof.

(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.

12. REVIEW. This Contract is subject to and contingent upon FAA review and concurrence of award. Subsequent agreements for services may be contingent upon any and all funding source concurrence and Engineer's ability to meet City's specific project needs.

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 attached hereto and submit the completed form to City as part of the signed Contract.

14. ELECTRONIC SIGNATURE.

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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

DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Ryan Toner, Vice President

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Laura Solano, Chief of Staff

APPROVED AS TO FORM:

Dan Kogovsek, City Attorney

- Attachments:
- Exhibit A – Professional Engineering Services Agreement Form
 - Exhibit B – Professional Services Agreement Form
 - Schedule 1 – Scope of Services
 - Schedule 2 – Fee Schedule
 - Schedule 3 – Identification of Personnel, Subcontractors, and Task Responsibility
 - Schedule 4 - Federal Aviation Administration (FAA) Contract Clauses
 - Additional Information for Contract

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
[LEGAL NAME OF ENGINEER]**

Note: This form may be updated during the term of the project to meet the terms and conditions of the project and/or updated City, project, and/or funding requirements.

THIS AGREEMENT ("Agreement") made and entered this ____ day of _____, 20____ by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner" or "City") and [Legal Name of Engineer and type of Colorado Secretary of State Registration] (hereinafter "Engineer"), a professional engineering firm for Engineer to render certain professional planning, design, engineering and related services for Owner in connection with Bid [Bid No and Name], 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 engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incidental 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. [Note: Schedule 1 will be copied from Section 2 of RFP]

1.3 Professional engineering services (whether furnished directly or through a professional subcontractor) 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 or 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 Part 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 it has inspected the Project and that to the best of its 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 its 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 subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective

of Owner's approval or acquiescence to same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its 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 its work, with dates on which it 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 its 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 its 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]
[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 its 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 2 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 as 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. [Note: Schedule 2 will be an excerpt of Proposer's Proposed Fee Schedule]

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 Section 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, stop incurring expenses, and shall promptly deliver to Owner 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 the 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 Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

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 Owner'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 Owner, 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. REQUIRED FEDERAL OR STATE PROVISIONS [Remove if not applicable]

(a) Engineer understands that Client may be funding the Project in whole or part with funds provided by [Name of funding agency and or grant title]. Engineer agrees it is subject to and shall comply with all applicable provisions of said [Name of funding agency and or grant title] for which the contract award has been made and applicable regulations.

(b) Engineer shall comply with the attached [Title of attached requirement clauses] and any/all other 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 and or [Funding Agency] at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

SECTION 8. GENERAL PROVISIONS

8.1 (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 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.

8.2 Insurance and Indemnity.

(a) Engineer agrees that it has procured 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 bodily injury including personal 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 8.2(b) below.

(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 Engineer shall secure and maintain during the period of this agreement 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 it and all its subcontractors under the agreement, 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, 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 Engineer shall procure and maintain during the period of the agreement 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 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.

8.3 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; Attn: Project Manager Name; Department Address; City, State, Zip] or to the Engineer at [Legal Name of Architect; Attn: Name of Authorized Signer; Address; City, State Zip]. 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.

8.4 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 are null and void. Notwithstanding the foregoing, the terms of [Bid No and Name] are hereby incorporated herein, and Engineer agrees to abide by and comply with the same. 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.

8.5 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 it 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 an incidental beneficiary only.

8.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Engineer and Owner.

8.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

8.8 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, sexual orientation, 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, sexual orientation, national origin, disability, or age.

8.9 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.

8.10 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 work 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.

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

8.12 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 9. DISPUTES

9.1 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.

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

SECTION 10. 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 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of ___ pages.

SECTION 11. 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 its 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 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 attached hereto and submit the completed form to City as part of the signed Agreement.

SECTION 13. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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

LEGAL NAME OF NGINEERING FIRM

By _____
Naomi Hedden, Director of Purchasing

By _____
(Engineer Authorized Signer)

Attest _____
Marisa Stoller, City Clerk

Title _____
(Engineer Authorized Signer's Title)

[S E A L]

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

Laura Solano, Chief of Staff

APPROVED AS TO FORM:

Dan Kogovsek, City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
[LEGAL NAME OF CONSULTANT]**

Note: This form may be updated during the term of the project to meet the terms and conditions of the project and/or updated City, project, and/or funding requirements.

THIS AGREEMENT ("Agreement") is made and entered this _____ day of _____, 20____, by and between Pueblo, a Municipal Corporation (hereinafter referred to as "Client") and [Legal Name of Consultant and type of Colorado Secretary of State Registration] (hereinafter referred to as "Consultant") for Consultant to render professional [service type] and related ancillary services for Client with respect to Bid [Bid No and Name], 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] and related ancillary services including any required drafting or design services incidental 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, an amount not to exceed \$ _____ in aggregate 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 8(b) below.

(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 it and all its 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 Client's and Consultant'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 Client.

(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 [Remove if not applicable]

(a) Consultant understands that Client may be funding the Project in whole or part with funds provided by [Name of funding agency and or grant title]. Consultant agrees it is subject to and shall comply with all applicable provisions of said [Name of funding agency and or grant title] for which the contract award has been made and applicable regulations.

(b) Consultant shall comply with the attached [Title of attached requirement clauses] and any/all other 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 and or [Funding Agency] at any time during normal business hours and as often as agencies deem 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; [Department; Attn: Project Manager Name; Department Address; City, State, Zip], or to Consultant at [Legal Name of Architect; Attn: Name of Authorized Signer; Address; City, State Zip]. Either party may change his address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

(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. 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.

SECTION 13. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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 CONSULTANT FIRM NAME

By _____
Naomi Hedden, Director of Purchasing

By _____
(Consultant Authorized Signer)

Attest _____
Marisa Stoller, City Clerk

Title _____
(Consultant Authorized Signer's Title)

[S E A L]

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

Laura Solano, Chief of Staff

APPROVED AS TO FORM:

Dan Kogovsek, City Attorney

Schedule 1
Scope of Services

Excerpt from Section 2.3 of RFQ dated July 13, 2022

2.3 Scope of Service:

2.3.1 The Schedule of Projects, depending on Federal, State, or local funding, may include:

- Rehabilitate and realign portions of the apron
- Runway rehabilitation
- Taxiway rehabilitation
- Airfield lighting installation
- Snow removal equipment acquisition
- Hangar architecture, design, and construction
- Pavement maintenance including sealcoats and crack sealing
- Storm water design and construction
- Any additional work as needed by the Airport
- Airport perimeter wildlife fencing
- A complete list of anticipated projects is attached as Appendix I: Pueblo Memorial Airport 2022-2029 ACIP

2.3.2 Additionally, the successful engineering consultant shall prepare and maintain an electronic database (compatible with AutoCAD) that accurately represents all existing and future civil infrastructure for the projects completed under this agreement. Awarded firm will provide a copy of said database to City at its request at any time after award of contract.

2.3.3 The Consultant will be required to provide all professional services necessary to complete the projects 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.

2.3.4 City and Consultant shall develop a complete scope of work for each project assigned under this project. Tasks may include, but shall not be limited, to the following:

- Provide staff and services on an as-needed basis.
- Analysis of Project Site – Provide recommendations 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 the City bid for Construction of the project, Consultant shall provide five (5) sets of plans for both a 70% and 90% complete Construction Documentation for review (must including specifications and a detailed cost estimate for construction).
- Pre-Submittal Meetings – Attend pre-submittal meetings and assist with addendums as needed.

- Final Construction Documents – Provide 2 printed sets and 1 electronic set of final construction documents and specifications to the project manager for preparation of City’s bid documents.
- Provide all necessary duties for construction management, if requested.
- Attend and facilitate meetings as necessary with City staff throughout the project.
- Consultant must be familiar with public processes and coordinate with City staff in presenting details to City Council if required.

(Continue to next page.)

Schedule 2
Fee Schedule (Time and Materials Schedule for Future Projects)

Excerpt from Engineer's Finalist Proposal dated August 23, 2022

Dibble and Associates Consulting Engineers, Inc.

Contract Year 2022-2025 Hourly Rate Schedule		8/23/2022
Classification	Proposed Classification	Billing Rate
Project Principal		\$269.91
Senior Project Manager		\$246.40
Project Manager		\$217.65
Senior Engineer		\$191.17
Airport Planner		\$146.61
Project Engineer		\$164.87
Assistant Project Engineer		\$128.45
Senior Designer		\$150.06
Land Survey Manager (RLS)		\$183.65
Survey Crew (2-Person)		\$239.17
Senior Construction Manager		\$207.82
Technician		\$124.71
Administrative Personnel		\$114.67

Direct Costs

Travel/Mileage (IRS allowable, per mile).....	\$0.625
Plotting.....	At Cost
Printing/Reproduction.....	At Cost
Meals/Per Diem (IRS allowable, per day).....	\$69.00
Lodging (IRS allowable, per night).....	\$222.00



Vice-President 8/23/2022

Dibble and Associates Consulting Engineers, Inc.

Note: We understand that these rates will remain in effect for a period of 3 years from the contract date. For purposes of contract renewal, we anticipate that rates will escalate approximately 3% to 4% per year.

Schedule 3

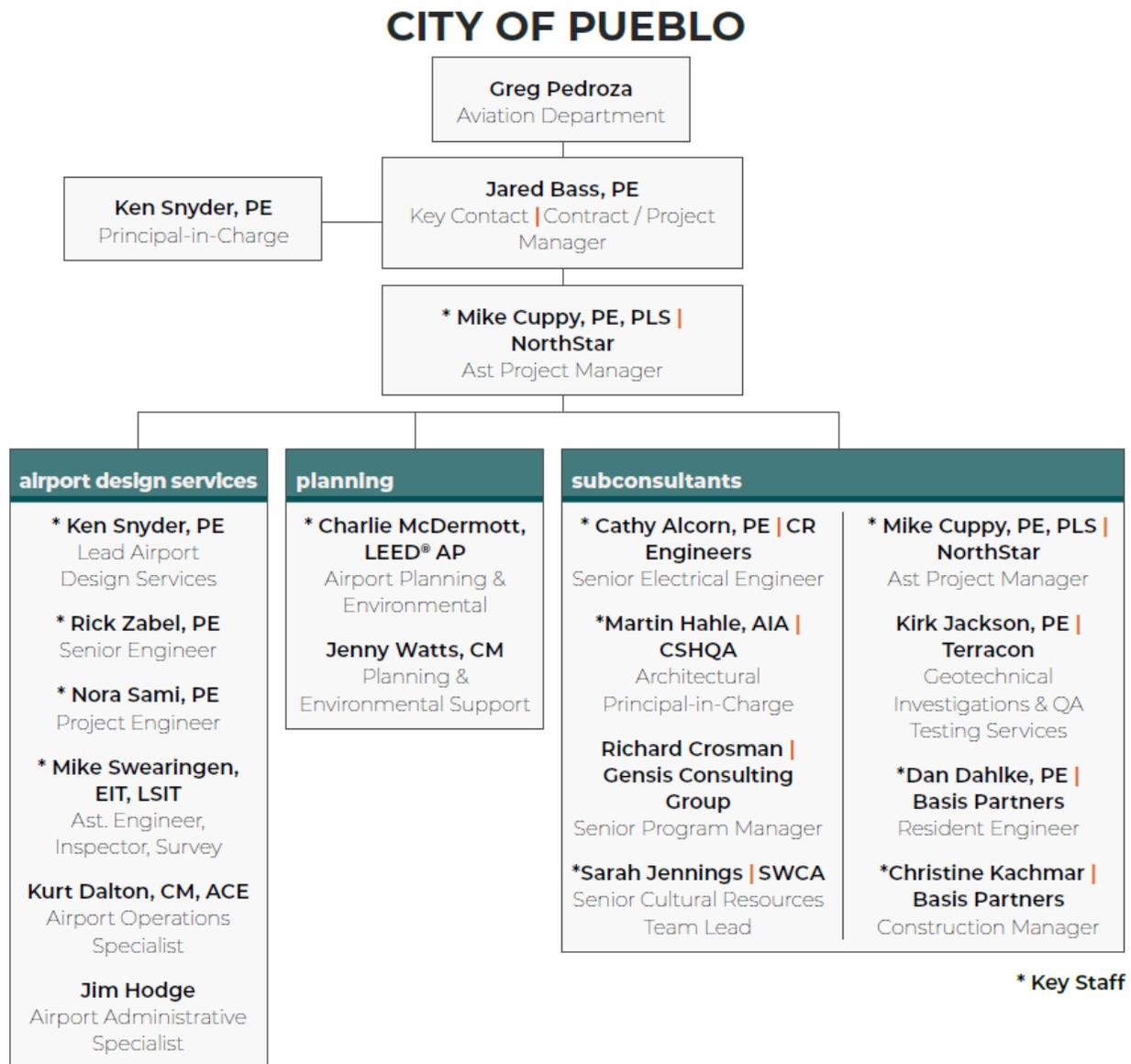
Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Engineers Proposal August 3, 2022, pages 22-31

Organizational Chart

Dibble has assembled a capable team of skilled professionals with the necessary qualifications, recent and related experience, and the expertise and resources to exceed your expectations for this contract. The individuals in this organizational chart, and on pages 23-31, represent the Key Team Members for this contract based on the planned projects and services required in the RFQ.

We recognize the importance of controlling costs while providing the high-quality services and deliverables that you expect. While we present a full-service team below, only team members and/or firms whose services are absolutely necessary in any given project/task will be included in those specific scope and fee negotiations. **Every team member listed in this proposal is available for the duration of the contract.**



KEY TEAM MEMBERS



JARED BASS, PE | DIBBLE

Contract / Project Manager

Education: BS, Civil and Environmental Engineering, Brigham Young University | Registration: Professional Engineer, CO #51923

Jared Bass is passionate about leading our team of aviation experts in Colorado and will be your primary point-of-contact. **He will coordinate project tasks and exceed your expectations.** Jared has more than 15 years of aviation planning, engineering, and construction management experience and is known for his quality of services and responsiveness. He keeps current on airline trends, construction market conditions, funding opportunities, FAA advisory circulars, and knows how to apply them to airport planning, design, and construction.

Jared has served the City of Pueblo and airport staff over the last five years. For every project at Pueblo Airport over the last five years Jared was the

Project Manager and/or Lead Engineer during the design phase and Construction Manager during the construction phase. Jared and his planning team members were heavily involved in the development of the recently approved PUB Airport Master Plan. Additionally, Jared assisted the Airport throughout each year with the development and implementation of the Capital Improvement Planning (CIP) with the Airport, FAA, and CDOT Aeronautics. He also helped the Airport remain in good standing with FAA and CDOT Aeronautics to be eligible for grants, (i.e. DBE Annual Performance, Goals, and Program updates).

Jared continually demonstrated innovative ideas on how to obtain additional funding for the Airport and extend the value of funds on projects. As an example, when the Pueblo Memorial Airport received a CDOT grant for the Runway 8L-26R Rehabilitation project, Jared came up with a creative way to almost double the project area within the grant funding that was issued.

To provide even better service and be more aligned with the future of the Pueblo Memorial Airport, Jared and Dibble staff have more recently visited with City and Airport staff to better understand current issues, expectations, and goals. Jared has familiarized himself with tenants including CAE /DOSS Aviation and Freeman Holdings (FBO). He has kept himself updated on the difficult and competitive commercial airline services market, specifically SkyWest Airlines and other potential airline partners for the Airport.

Jared has also continually worked with and developed strong relationships of trust with FAA (Ron Niehoff) and CDOT (Kaitlyn Westendorf) staff that oversee and provide funding to the Pueblo Memorial Airport. Jared has done all this to be the best consultant for the overall and long-term development of the Pueblo Memorial Airport – helping them become a more significant, regional, commercial airport.

Jared has reviewed the anticipated projects listed in the RFQ, and he offers personal commitment and a track-record of successful design and construction projects that will benefit Pueblo Memorial Airport. Jared served as the Project Manager or Lead Engineer for the projects provided on **pages 33-58** indicating his and our Firm's Similar Project Experience. Additional distinct experience relevant to the projects listed in the Request for Qualifications includes:

- Wildlife hazard mitigation, including fencing and drainage improvements
- Apron construction and reconstruction ranging from 4,000 to over 100,000 square yards
- DBE Planning and Programming, including setting construction project goals
- Runway and taxiway improvements, including Runway Incursion Mitigation (RIM) studies and execution
- Large-scale airfield electrical improvements, including lighting and signage
- Successful airfield improvements in mid- to high-altitude climates
- Airfield grading and drainage meeting requirements for all Airport Reference Codes/Design Groups
- Runway and taxiway projects with exceptionally condensed schedules



KEN SNYDER, PE | DIBBLE

Principal-in-Charge

Education: BS, Civil Engineering Technology, Northern Arizona University |
Registration: Professional Engineer, CO #53076

Ken's 38 years of comprehensive civil engineering experience includes 35 years of design and construction support services on more than 200 airport projects. Ken has provided services to both General Aviation and Air Carrier airports; with a wide range of projects including runway, taxiway, and apron design; pavement rehabilitation and reconstruction; airfield drainage; parking facilities, access roads, and perimeter roads; fencing and security; fire protection and fueling facilities; and site design for airport terminals and support facilities. As an active and involved Principal, Ken will provide input to the team for design concept development, alternatives development, constructability, construction phasing, and quality reviews and bring to each project the benefit of his 35+ years of airport design and construction experience. Ken has extensive experience with the FAA and federally funded projects as demonstrated in the following project listing.

PUB Commercial Apron Reconstruction • PUB RW 8L-26R Rehab • PUB TW E Reconstruction • FNL Terminal Site Analysis • FNL Apron Expansion and New Taxiway • Goodyear Airport Drainage Improvements CA&I • ANK Salida Taxiway A & Apron Rehab • LHX La Junta Apron Rehab • LHX RW 8-26 Rehab • PRC Terminal • PRC Runway Lighting & Signage • PRC RW 3R-21L RSA Improvements • PRC TW C Relocation Phase 1, 2, & 3



MIKE CUPPY, PE, PLS | NORTHSTAR

Assistant Project Manager

Education: BS, Civil Engineering Technology, Colorado State University-Pueblo |
Registration: Professional Engineer, CO #40201; Professional Land Surveyor – Colorado #38485

Michael has played an active role in consulting engineering and surveying services in Southern Colorado since 1999. Michael's experience covers a wide spectrum of civil and municipal engineering projects and surveying projects. Those projects include: subdivisions, ALTA/NSPS surveys, boundary and topographic surveys, construction staking, transportation corridor improvements; storm drainage master planning, design, and flood plain improvements; municipal improvements; school district and athletic facilities; and utility treatment and processing facilities. With Mike being local to the City of Pueblo, he will bring his 20+ years of technical civil and survey services to each project, reviewing for their conformity with local and FAA standards. Mike has also supported the Dibble Team over the last five years on various landside and airside projects at the Pueblo Memorial Airport. Mike's project experience includes:

PUB Commercial Apron Reconstruction • PUB Taxiway E Rehabilitation • PUB Wildlife Perimeter Fence • LHX Runway 8L-26R Rehabilitation Crack Repair and Seal Coat • ANK Taxiway A Rehabilitation • LHX Apron Rehabilitation • AEJ Runway 15-33 Rehabilitation



RICK ZABEL, PE | DIBBLE

Senior Engineer

Education: BS, Civil Engineering, North Dakota State University |
Registration: Professional Engineer, CO #26818

Rick brings 35 years of civil engineering experience directing successful transportation engineering, and facilities design and construction projects. Rick has managed multiple Colorado on-call design contracts and has extensive experience with Colorado municipalities and mountain communities. Rick brings a collaborative approach and responsiveness to project management to the City of Pueblo, having worked both for private consultants and owner agencies in Colorado. Rick has extensive experience with the FAA and federally funded projects as demonstrated in the following project listing.

FNL New Terminal Building • FNL Apron Expansion and New Taxiway • Colorado Springs Airport Skywest Maintenance Hangar • DRO Hangar Development Area • DIA Pond 001 Expansion • DIA Taxiway DS East • DIA Extension • DIA Runway 17L-35R Drainage Improvements • DIA Runway 16L-34R Rehabilitation • DIA VSR Road improvements • PUB Landside Drainage Improvements • PUB Wildlife Perimeter Fence Phase 2 CA • PUB SRE Acquisition • PUB RW 8L-26R Rehabilitation



NORA SAMI, PE | DIBBLE

Project Engineer

Education: BS, Civil Engineering, Arizona State University | BS, Engineering Technology, University of Memphis | **Registration:** Professional Engineer, CO #59593

Nora has more than 17 years of experience in civil engineering services with a diverse background in airport design, development, transportation, drainage, and water/wastewater projects. Her experience includes design reports, technical specifications, construction plans, construction safety reports, due diligence, cost estimation, and project coordination. Nora's background in transportation lends a thoughtful approach to airport reconstruction and design projects, helping to produce a sound and reliable design solution. She also specializes in quality control with a strong focus on ensuring project compliance with municipal, agency, and project design requirements. During construction, Nora support Requests for Information (RFI) and prepares post design documentation. She is skilled in Civil 3D, AutoCAD, ASE Civil, and Microsoft Office. Nora has extensive experience with the FAA and federally funded projects as demonstrated in the following project listing.

PUB RW8L-26R Rehabilitation • DRO Commercial Apron Rehabilitation • DRO Runway 3-21 Rehabilitation • ANK Salida Airport: Taxiway A and Apron Rehabilitation • Northern Colorado Regional Airport: Apron Expansion and New Taxiway • Eloy Municipal Airport: Runway Lighting Rehabilitation



MIKE SWEARINGEN | DIBBLE

Ast. Engineer, Inspector, Survey

Education: BS, Civil Engineering, Northern Arizona University

Mike has four years of broad experience in engineering consulting, including surveying, general civil engineering, land development and airport development. He is well-versed in the use of various survey equipment and the application of civil design programs, such as AutoCAD Civil 3D, HEC-RAS and Flowmaster. Mike is experienced in the use and application of FAA Advisory Circulars for the design of airport improvements, especially in the areas of geometric standards, grading and drainage, and then applies that experience to the field where he often inspects and oversees projects during construction. He is also an FAA-certified Remote Pilot-in-Command for drones, and appreciates the complexities of the active airfield environment. Mike is pursuing his license as a Professional Engineer, taking the examinations in September 2022.

Mike's experience with the FAA and federally funded projects is demonstrated in the following project listing.

PUB RW8L-26R Rehabilitation • PUB Taxiway and Apron Reconstruction • PUB Wildlife Perimeter Fence • DRO Commercial Apron Rehabilitation • DRO Taxiway A Reconstruction • Northern Colorado Regional Airport: Apron Expansion and New Taxiway • LMO Vance Brand Airport: New Taxilane and Infield Drainage • LMO Vance Brand Airport: RSA Improvements



KURT DALTON, CM, ACE | DIBBLE

Airport Operations Specialist

Education: BS, Aviation Business Administration, Embry-Riddle Aeronautical University | MS, Safety Sciences, Embry-Riddle Aeronautical University

Kurt brings seven years of experience in airport operations and airfield construction coordination. Kurt has held various roles at multiple airports in Colorado and Arizona and has been deeply involved in the coordination, operation, and inspection of large construction projects. Kurt's experience with relationships between project sponsors, consultants, and contractors provides a unique perspective to construction management and construction administration. Kurt is a Coast Guard veteran.

Kurt's specific experience at airports and with federally funded design and construction projects includes: Operations Superintendent at the Prescott Regional Airport • Airport Operations Manager at Denver International Airport • Senior Airport Operations Specialist at Rocky Mountain Metropolitan Airport



JIM HODGE | DIBBLE

Airport Administrative Specialist

Education: BS, Organizational Leadership, University of Charleston | AS, Engineering Technology, Austin Community College

Jim's experience as a program administrator includes planning, programming, and coordinating projects from design to completion through operational, analytical, and project management disciplines. He supports coordination of federally funded capital improvement projects with the Federal Aviation Administration (FAA), state, and local governments. Jim is experienced in the preparation of technical and professional documents, reviewing and improving applied standards and practices within programs, and overseeing operations, activities and budgets for each program. Jim is a retired Navy disabled veteran.

Jim's experience with the FAA and federally funded projects is demonstrated in the following project listing.

- PUB RW8L-26R Rehabilitation
- PUB Taxiway and Apron Reconstruction
- PUB Wildlife Perimeter Fence
- PUB SRE Acquisition
- PUB East GA Apron Rehabilitation
- PRC DBE Performance Reports
- PRC TW C Relocation
- DRO Commercial Apron Rehabilitation
- DRO Taxiway A Reconstruction
- Northern Colorado Regional Airport: Apron Expansion and New Taxiway



CHARLIE MCDERMOTT, LEED® AP | DIBBLE

Airport Planning & Environmental

Education: AS, Mathematics & Science, Onodaga Community College, NY; AS, Drafting Technology, Alfred State College, NY

Charlie is the Aviation Planning Manager at Dibble. He has 38 years of aviation consulting experience, with projects including planning, environmental, land acquisition, engineering, and construction at 111 airports in 17 states. He has spent his entire career helping sponsors across the country develop their airports. Charlie has also successfully provided on-call services to more than 40 different commercial service and general aviation airports across the country. Charlie will be responsible for overseeing and coordinating any planning-related tasks for this contract. Charlie was the Assistant Planning Manager that successfully delivered the recently FAA-approved 2022 PUB Master Plan.

Charlie's experience with the FAA and federally funded projects spans his career with recent projects captured below:

- PUB Master Plan Update
- PUB Wildlife Perimeter Fence
- PUB Apron Reconstruction
- Northern Colorado Regional Airport: Passenger Terminal Site Analysis
- Northern Colorado Regional Airport: CATEX amendment coordination
- City of Longmont: Vance Brand Airport: New Taxiway
- Colorado National Guard Joint Force: Headquarters Heliport
- PRC Taxiway C Relocation
- PRC Runway 3R-21L
- PRC Extension Planning Study



JENNY WATTS, CM | DIBBLE

Planning and Environmental Support

Education: BS, Aeronautical Management Technology, Arizona State University | MS, Aeronautical Science, Embry-Riddle Aeronautical University

Jenny has 13 years of comprehensive experience in aviation planning, airport administration, and corporate aviation operations. Her current responsibilities as senior aviation planner includes researching, compiling data, and creating planning and environmental documents for clients at both general aviation and commercial service airports. Additionally, she provides technical and administrative support to the aviation planning manager on a project-by-project basis. Examples of her project experience includes airport master plans, airport layout plan update narrative reports, environmental assessments, aviation site planning, as well as heliport design, rates and fees analysis, and public outreach efforts. Jenny worked on the recent PUB master plan and prepared the Inventory of Existing Conditions chapter and provided input on the development alternatives as well as CATEX preparation for the PUB Wildlife Perimeter Fence and Apron Edge Taxiway E.

Jenny's experience with the FAA and federally funded projects is covered in the project listing below:

PUB Master Plan Update • City of La Junta: Update Airport Master Plan • DRO Terminal Area Plan • PRC Runway 3R-21L Extension Focused Planning Study • Marana Regional Airport: Runway 12-30 Safety Area Study • City of Phoenix: Airport System On-call Planning Services • San Manuel Airport: ALP Update



CATHY ALCORN, PE | CR ENGINEERS

Senior Electrical Engineer

Education: BS, Civil Engineering, Arizona State University | BS, Engineering Technology, University of Memphis | Registration: Professional Engineer, CO #59593

Catherine specializes in the field of aviation ground lighting systems. She has more than 26 years of experience in electrical engineering design for aviation ground lighting systems, including approach, runway, and taxiway lighting; aviation control systems design; apron lighting; photometric analysis; and electrical installation and maintenance requirements. She is well-versed in FAA Advisory Circular requirements, Illuminating Engineering Society of North America-recommended practices, and development of CSPPs as it relates to electrical airfield construction. Catherine and her team have worked with Dibble on projects in Colorado over the last 5 years, and have been a teaming partner with Dibble for more than 26 years. Cathy's project experience includes:

Northern Colorado Regional Airport: Apron Expansion and Taxiway E • DRO Commercial Apron Rehabilitation • Tucson International Airport: Rehabilitate Runway 11L/29R and Connector Taxiways • PRC Taxiway C Relocation • Lake Havasu City Taxiway A Reconstruction



MARTIN HAHLE, AIA | CSHQA

Architectural Principal-in-Charge

Education: MArch, University of Nebraska; BS, Architectural Studies, University of Nebraska | **Licensed Architect:** CO, MT, IA, ID, NE, SD | **Certified:** National Council of Architectural Registration Boards (NCARB)

When he works on aviation projects, Martin describes the complexity of airports as little cities that serve as a community's gateway to the rest of the world. He understands his responsibility to thoughtfully design airport facilities that are functional, efficient, sustainable and that clearly define a sense of place. With nearly 30 years of experience working in aviation, Martin knows how much collaboration, planning, relationship-building, and teamwork it takes to execute these complex projects. He has worked in many different areas of airport facilities, including terminal replacements and remodels, baggage conveyor systems, airline tenant improvements, concessions, rental cars, passenger boarding bridges, parking garages and more. He has completed projects at airports around the West, including the following:

Magic Valley Regional Airport Terminal Expansion/Remodel • Grant Co. Regional Airport General Aviation Building & USFS Fire Airbase • Fresno Yosemite International Airport Terminal Expansion Federal Inspection Services (FIS) Facility • BOI Employee Parking Garage • BOI East Public Parking Garage and Toll Plaza • BOI Expansion with New Terminal • BOI ARFF Expansion & Remodel • BOI Snow Removal Equipment Complex • Idaho Air Guard C-130 and A-10 maintenance hangars • Rogue Valley International–Medford Airport Passenger Terminal, Medford, OR • Bloomington-Normal International Airport, Bloomington, IL • McCall Airport Snow Removal Equipment Building, McCall, ID



RICHARD CROSMAN | GENESIS CONSULTING GROUP

Senior Program Manager

Education: Bachelor of Science – Air Commerce | FAA Commercial Drone Pilot

Richard is a career aviation expert specializing in airport management, operations, and consulting services with strong emphasis on aviation planning, federal regulatory requirements, airside/landside construction improvements, flight procedures, public involvement. He currently holds a license as an FAA Certificated UAS Pilot. In Richard's varied career he has provided special services to airport clients, including, special use UAS surveys, project feasibility studies, community involvement activities, airport strategic plans, DBE plans/goals, airfield construction oversight, and the development of a variety of airport standards and operations programs. Richard's project experience includes:

Glendale Municipal Airport Update Disadvantaged Business Enterprise (DBE) Program and Triennial DBE Goal Methodology Report • Marana Regional Airport (AVQ) DBE Program Update • Chandler Municipal Airport, Disadvantaged Business Enterprise (DBE) Program Development and Triennial Goals 2019-2021 • Arizona Department of Transportation (ADOT) State Aviation System Plan Update



SARAH JENNINGS | SWCA

Senior Cultural Resources Team Lead

Education: MA, Anthropology; University of Colorado at Boulder; BA, Anthropology; University of Colorado at Boulder | **Registration:** Register of Professional Archaeologists

Sarah is a senior project manager, senior team lead, and principal investigator and oversees all environmental tasks including NEPA compliance with a focus on historic/cultural resources. She meets the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61) for archaeology and history. Sarah has more than 20 years of archaeological and management experience in the western United States, having overseen hundreds of large and small development projects including many in the FAA's Northwest Mountain Region. She specializes in preparing proposals, maintaining and developing client and agency relations, mentoring, field supervision of survey and data recovery projects, evaluation of properties for the National Register of Historic Places, report writing, and managing budgets. She has helped the Pueblo Memorial Airport on all their environmental projects and tasks over the last five years – all of which were successfully approved by the FAA without any issues. Sarah's project experience includes:

PUB Wildlife Perimeter Fence Biological and Cultural Resources Evaluation • Northern Colorado Regional Airport Widening and New Terminal Project • DRO Hangar Development



KIRK JACKSON, PE | TERRACON

Geotechnical Investigations & QA Testing Services

Education: Master of Science, Civil Engineering, Brigham Young University; BS, Civil and Environmental Engineering, Utah State University | **Certifications:** American Concrete Institute (ACI) Concrete Strength Testing Technician, ACI Field Grade 1, ATTI Asphalt Technician, Field Technician, Laboratory Soils/Aggregate Technician

Kirk is a project engineer in Terracon's materials department. He currently assists senior materials engineers with the review of pavement design related aspects of projects both locally and across the country. He manages construction materials testing projects and pavement related geotechnical engineering projects. Kirk works primarily on airport pavements, commercial national accounts, and municipal pavement projects for various departments of transportation. Kirk gained exposure to multiple disciplines of geotechnical and materials engineering including geotechnical exploration and field testing, solar pile load testing, and pavement evaluation and design. He has experience with a variety of pavement design methods and software's including AASHTOWare Pavement ME, PCASE, FAARFIELD and AASHTO 1993. Kirk's project experience includes:

PUB Taxiway E Reconstruction • Northern CO Regional Airport Apron Expansion and New Taxiway E • Phoenix-Mesa Gateway Airport RW 12C-30C Reconstruction • DRO Commercial Apron Expansion, Taxiway A Reconstruction, and Runway 3-21 Rehabilitation • Sedona Airport Apron D Reconstruction • Show Low Regional Airport Runway Rehabilitation



DAN DAHLKE, PE | BASIS PARTNERS

Resident Engineer

Education: BS, Civil Engineering Technology, University of Southern Colorado; Management Certificate Program, University of Colorado |
Registration: Professional Engineer: Colorado #39304

Dan brings 24 years of experience including 19 years working for the Colorado Department of Transportation (CDOT) all for the Region 2 South Program. He has managed the design of more than 40 CDOT projects, some included permanent water quality features that required maintenance IGA's. He has performed oversight of Local Agency projects for the South Program, one included the I-25 and Dillon Interchange in Pueblo, which had full FHWA oversight. Dan also has been the Project Engineer or Resident Engineer for more than 70 construction projects, where many of them he was the Engineer in Charge.

US 50 West Corridor MP 301 to 313, CDOT Region 2, Pueblo, CO • US 50 White Topping MP 352 to MP 359, CDOT Region 2, Fowler, CO • SH 45 Reconstruction MP 5 to MP 8, CDOT Region 2, Pueblo, CO • Bridge Enterprise Bridge Replacements, CDOT Region 2, Various Locations, CO • I-25 Resurfacing Projects, MP 69 to MP 93, CDOT Region 2, CO • SH 78 Emergency Bridge Replacement MP 14, Beulah, CO • Pinon Rest Area I-25 MP 111 & MP 115, CDOT Region 2, Pinon, CO



CHRISTINE KACHMAR | BASIS PARTNERS

Construction Manager

Certifications: CDOT Transportation Erosion Control Supervisor (TECS); CAPA LabCAT Levels A, B, C & I; ACI Concrete Field-Testing Technician, Grade I; WAQTC Embankment & Base Testing Technician; CCA Work Zone Traffic Control; CDOT Basic Highway Plans Reading, Math, and Surveying; Transportation Core Curriculum, SiteManager & LIMS, SWMP Preparer, Certified Payroll Checking Procedures; OSHA 10 (Construction)

Christine brings 23 years of experience in the transportation construction industry, including several projects for the Pueblo Memorial Airport and Colorado Springs Airport. Her construction management responsibilities have included project documentation, project budget management, compiling monthly pay estimates, field engineering, utility coordination, and inspection for compliance to plans and specifications. Christine has extensive experience in inspection and documentation of all phases of concrete pavement construction, including inspection of subgrade, formwork, reinforcing steel and concrete placement. She has been responsible for contractor compliance with state and local reporting procedures including certified payrolls, DBE tracking, and EEO compliance.

Christine's project experience includes:

COSA Taxiway Improvements, Colorado Springs Airport, Colorado Springs, CO | COSA 17L/35R Runway Replacement, Colorado Springs Airport, Colorado Springs, CO | Ramps Overlay Project, CDOT – Region 2, Colorado Springs | US 50C Overlay and Drainage, CDOT – Region 2, Pueblo, CO | SH 21 & Research Parkway, CDOT – Region 2, Colorado Springs | SH 12 Critical Culverts, CDOT – Region 2, Huerfano and Las Animas Counties | US 50 Resurfacing East of Texas Creek, CDOT – Region 2, Fremont County | 2C Road Improvements, City of Colorado Springs

Schedule 4
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT CLAUSES FOR CITY OF PUEBLO
Updated June 2022 – City of Pueblo Purchasing Department

1. Applicability

Applicable to all projects.

All contract clauses included in this Appendix shall be applicable to City of Pueblo (City) bids (whether informal or formal), projects, contracts, agreements, etc. that are funded in whole or in part with FAA funds and/or AIP funds. Additionally, all Contractors for City shall include this Appendix as an attachment to all subcontracts for subcontractors and subconsultants to be hired by the Contractor for the bid, project, contract, and/or agreement. Unless otherwise stated, these provisions flow down to all subcontracts. Contractor must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services. The Contractor will be responsible for compliance with these contract provisions by any subcontractor or service provider.

2. Standards of Conduct

Only applicable to construction projects.

- a. No Pueblo Memorial Airport or City employee, officer, agent, board member, or immediate family member, partner, or organization that employs or is about to employ any of the parties listed above may participate in the selection, award, or administration of a contract supported with FAA assistance if a conflict of interest, real or apparent, is involved. Such a conflict would arise when any of those individuals listed has a financial or other interest in the firm selected for award.

Neither Pueblo Memorial Airport nor the City's officers, employees, agents, or board members may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Disciplinary actions may be applied for violations of such standards by officers, employees, agents, or board members of Pueblo Memorial Airport or the City.

- b. An organizational conflict of interest occurs where a Contractor is unable, or potentially unable, to render impartial assistance or advice to the City or Pueblo Memorial Airport due to activities, relationships, contracts, or circumstances which may impair the Contractor's objectivity; or a Contractor has an unfair competitive advantage. The City and Pueblo Memorial Airport shall avoid organizational conflicts of interest causing bias and an unfair competitive advantage.

3. Value Engineering

Only applicable to construction projects.

Value Engineering is defined as the systematic multi-disciplined approach designed to optimize the value of each dollar spent. Pursuant to the Uniform Guidance (2 C.F.R. 200.318(g)), Pueblo Memorial Airport encourages the use of value engineering with regards to construction projects that offer reasonable opportunities for cost reductions. Contractor may submit a proposal of value engineering regarding a creative analysis of each contract item or task to promote an overall lower cost.

4. Accessibility

Only applicable to construction projects.

Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37; and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

5. Access to Records and Reports

Applicable to all projects.

- A. **Record Retention.** The Contractor will retain complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other subconsultant agreements of any type, and supporting materials related to those records. The Contractor must maintain an acceptable cost accounting system.
- B. **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- C. **Access to Records.** The Contractor agrees to provide sufficient access to City, FAA, the Comptroller General of the United States, and any of their authorized representatives to inspect and audit records and information related to performance of this contract as may be required.
- D. **Access to the Sites of Performance.** The Contractor agrees to permit City, FAA, the Comptroller General of the United States, and any of their authorized representatives access to the sites of performance under this contract as reasonably may be required.

6. Requirement for Affirmative Action to Ensure Equal Employment

Applicable to all AIP funded projects exceeding \$10,000; primarily construction related and for installation of equipment.

- A. The Offeror’s, Bidder’s, Contractor’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 27.5%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the

subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

- D. As used in this notice and in the contract resulting from this solicitation, the “covered area” is the City of Pueblo, County of Pueblo, State of Colorado.

7. Breach of Contract Terms and Conditions

Applicable to all projects.

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. City will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. City reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the City elects to terminate the contract. The City’s notice will identify a specific date by which the Contractor must correct the breach. City may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the City’s notice. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

8. Termination for Convenience (Construction and Equipment)

Applicable to all projects over \$10,000 for construction and/or equipment.

- A. Unless otherwise stated in the agreement, the City may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of City. Upon receipt of a written notice of termination, except as explicitly directed by the City, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:
1. Contractor must immediately discontinue work as specified in the written notice.
 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
 3. Discontinue orders for materials and services except as directed by the written notice.
 4. Deliver to the City all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
 5. Complete performance of the work not terminated by the notice.
 6. Take action as directed by the City to protect and preserve property and work related to this contract that City will take possession.
- B. City agrees to pay Contractor for:
1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
 2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
 3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
 4. Reasonable and substantiated expenses to the Contractor directly attributable to City’s termination action.

- C. City will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the City's termination action.

9. Termination for Convenience (Professional Services)

Applicable to all projects over \$10,000 for professional services.

- A. Unless otherwise stated in the agreement, the City may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the City, the Consultant must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to the City all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this contract, whether complete or partially complete.
- B. City agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. City further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

10. Termination for Default (Construction - Mandatory Terms)

Applicable to all projects for construction.

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with City termination of this contract due to default of the Contractor.

11. Termination for Default (Professional Services - Mandatory Terms)

Applicable to all projects for professional services.

- A. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.
- B. The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.
- C. **1. Termination by City.** The City may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - a. Perform the services within the time specified in this contract or by City approved extension;
 - b. Make adequate progress so as to endanger satisfactory performance of the Project; or
 - c. Fulfill the obligations of the Agreement that are essential to the completion of the Project.
- 2. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the City all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.
- 3. City agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. City further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.
5. If, after finalization of the termination action, the City determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the City issued the termination for the convenience of the City.

D. Termination by Consultant.

1. The Consultant may terminate this Agreement, in whole or in part, if the City:
 - a. Defaults on its obligations under this Agreement;
 - b. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - c. Suspends the Project for more than 60 days due to reasons beyond the control of the Consultant.
 2. Upon receipt of a notice of termination from the Consultant, City agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If City and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the City's breach of the contract.
- E. In the event of termination due to City breach, the Engineer is entitled to invoice City and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. City agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

12. Buy American

Only for construction projects using iron, steel, manufactured goods, or rolling stock.

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration (FAA) has issued a waiver for the product; the product is listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. Contractor shall complete the appropriate Buy American Certification, either the (i) Certificate of Compliance Based on Total Facility or (ii) Certificate of Compliance Based on Equipment and Materials Used on the Project, as applicable, unless the FAA has waived the Buy American requirement. The City will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

13. Clean Air Act and Federal Water Pollution Control Act

Only for projects exceeding \$150,000.

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the City immediately upon discovery. The Contractor agrees:

- A. It will not use any violating facilities;
- B. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- C. It will report violations of use of prohibited facilities to FAA and EPA.

14. Civil Rights (General)

Applicable to all projects.

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Civil Rights – Title VI Assurances

Applicable to all projects.

- A. The City of Pueblo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, select disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, disability, or age in consideration for an award.
- B. **Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:
 1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, religion, national origin, sex, disability, or age in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, religion, national origin, sex, disability, or age.
 4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. **Sanctions for Noncompliance.** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs 1 through 7 (above) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. The Title VI List of Pertinent Nondiscrimination Acts and Authorities is attached hereto.

16. Civil Rights and Equal Opportunity

Applicable to all projects.

The Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract and subconsultant agreement entered into as part thereof.

- A. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FAA may issue.
- B. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FAA may issue.
- C. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FAA may issue.
- D. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FAA may issue.

17. Equal Employment Opportunity

Applicable to all projects.

- A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

18. Prohibition of Segregated Facilities

Applicable to all projects.

- A. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

- B. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- C. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

19. Standard Federal Equal Employment Opportunity Construction Contract Specifications

Applicable to all construction projects over \$10,000.

- A. As used in these specifications:
 - 1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - 2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - 3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - 4. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G1 through G16 (below) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
 4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
 12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (G1 through G16 above). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and

participant may be asserted as fulfilling any one or more of its obligations under G1 through G16 (above) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- I. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
- J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.
- N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

20. Federal Fair Labor Standards Act

Applicable to all projects.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA

sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

21. Davis-Bacon Act

Applicable to all construction and repair projects over \$2,000.

The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.”

A. Minimum Wages.

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph A4 of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under A2 of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2. a. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - 2) The classification is utilized in the area by the construction industry; and
 - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- b. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator,

or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- c. In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - d. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs 2b and 2c, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
3. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 4. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: Provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. Withholding.

The Federal Aviation Administration or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, City, Applicant, or City, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and Basic Records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to

the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. a. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, City, or City, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, City, or City, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the City government agency (or the applicant, City, or City).
 - b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5(a)(3)(i), and that such information is correct and complete;
 - 2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
 - 3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
 - d. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
3. The Contractor or subcontractor shall make the records required under paragraph C1 of this section available for inspection, copying, or transcription by authorized representatives of the City, the Federal

Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, City, applicant, or City, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

D. Apprentices and Trainees.

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for

the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- E. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- F. **Contract Termination: Debarment.** A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- G. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- H. **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- I. **Certification of Eligibility.**
 - i. By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

22. Copeland "Anti-Kickback" Prevailing Wage and Anti-Kickback

Applicable to all construction and repair projects over \$2,000.

- A. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FAA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FAA assisted construction, alteration, or repair projects.
- B. Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the City, a weekly statement on the wages paid to each employee performing on covered work during the prior week. City must report any violations of the Act to the Federal Aviation Administration.

23. Contract Work Hours and Safety Standards.

Applicable for projects over \$100,000 involving mechanics and laborers.

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701- 3708), as supplemented by the DOL regulations at 29 C.F.R. part 5.

- A. **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph A of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this clause.
- C. **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration (FAA) or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this clause.
- D. **Subcontractors.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this clause.

Also see Section 24 below.

24. Contract Work Hours and Safety Standards for Awards Not Involving Construction

Applicable to all projects.

- A. For all projects, the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5
- B. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- C. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FAA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

25. Occupational Safety and Health Act of 1970

Applicable to all projects.

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

26. Energy Conservation

Applicable to all projects.

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq.).

27. Debarment, Suspension, Ineligibility and Voluntary Exclusion

Only applicable to AIP funded contracts in excess of \$25,000.

- A. By submitting a bid/proposal under this solicitation, the bidder, offeror, or Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Contractor shall complete Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification form attached to this Appendix.
- B. Contractor, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Contractor will accomplish this by:
 - 1. Checking the System for Award Management at website: <http://www.sam.gov>.
 - 2. Collecting a certification statement similar to the Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification, above.
 - 3. Inserting a clause or condition in the covered transaction with the lower tier contract.
- C. If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

28. Lobbying Restrictions

Only applicable for contracts exceeding \$100,000.

- A. The Bidder, Offeror, or Contractor certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, Offeror, or Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor shall complete Lobbying Restrictions Certification form attached to this Appendix.

29. No Federal Government Obligation to Third Parties

Applicable to all projects.

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FAA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

30. Program Fraud and False or Fraudulent Statements or Related Acts

Applicable to all projects.

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FAA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FAA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

31. Recycled Products/Recovered Materials

Only if item exceeds \$10,000 (or total of all purchases previous year exceed \$10,000).

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the

Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247. The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

32. Safe Operation of Motor Vehicles

Applicable to all projects.

- A. **Seat Belt Use.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased by the Contractor.
- B. **Distracted Driving.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.
- C. Also see Section 35 below.

33. Disadvantaged Business Enterprise (DBE)

Only applicable for planning, capital, or operating assistance projects exceeding \$250,000 in a Federal fiscal year.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The City encourages participation by all firms qualifying under this solicitation regardless of business size or Cityship. Contractor shall complete DBE Utilization Form, DBE Participation Schedule & Identification and Information Form, and DBE Letter(s) of Intent attached to this Appendix.

A. For Solicitations that include a Project Goal.

- 1. The City’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53. As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:
 - a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
 - b. A description of the work that each DBE firm will perform;
 - c. The dollar amount of the participation of each DBE firm listed under (a)
 - d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the City’s project goal; and
 - e. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.
- 2. The City’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53. The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.
 - a. The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- b. A description of the work that each DBE firm will perform;
 - c. The dollar amount of the participation of each DBE firm listed under (a)
 - d. Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the City's project goal; and
 - e. If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.
- B. The City requires the Contractor to pay subconsultants and subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City makes to the prime contractor. 49 C.F.R. § 26.29(a). The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

C. Overview.

1. It is the policy of the City, Pueblo Memorial Airport, and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the City and Pueblo Memorial Airport to:
 - a. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
 - b. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
 - c. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
 - d. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
 - e. Help remove barriers to the participation of DBEs in DOT assisted contracts;
 - f. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
 - g. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.
2. This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The City shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the City may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the City.

D. Contract Assurance.

1. The Contractor, subconsultants, or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts.

2. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments;
 - b. Assessing sanctions;
 - c. Liquidated damages; and/or
 - d. Disqualifying the Contractor from future bidding as non-responsible.

E. **DBE Participation.** For the purpose of this Contract, the City will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the *Unified Certification Program (UCP)*; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FAA approval; or
3. Certified by another agency approved by the City of Pueblo and Pueblo Memorial Airport.

F. **DBE Participation Goal.** The DBE participation goal for this Contract is set at **3.9%**. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than 3.9%** of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

G. **Proposed Submission.** Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (attached) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
3. An original DBE Letter of Intent (attached) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (attached) from each DBE stating that there has not been any change in its status since the date of its last certification.

H. **Good Faith Efforts.**

1. If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the City will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the City will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:
 - a. Documented communication with the City's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);

- b. Pre-bid meeting attendance. At the pre-bid meeting, the City generally informs potential Bidder/Offeror's of DBE subcontracting opportunities;
 - c. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
 - d. Written notification to DBE's encouraging participation in the proposed Contract; and
 - e. Efforts made to identify specific portions of the work that might be performed by DBE's.
2. The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:
- a. The names, addresses, and telephone numbers of DBE's that were contacted;
 - b. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
 - c. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.
3. Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

I. Administrative Reconsideration.

- 1. Within five (5) business days of being informed by the City that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the City's Purchasing Director and Director of Pueblo Memorial Airport. The Director(s) will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.
- 2. As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

- J. Termination of DBE Subcontractor.** The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (attached) without the City's prior written consent. The City may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith

efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the City in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement. Failure to comply with these requirements will be in accordance with Section j below (Sanctions for Violations).

K. Continued Compliance.

1. The City shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the City that summarize the total DBE value for this Contract. These reports shall provide the following details:
 - a. DBE utilization established for the Contract;
 - b. Total value of expenditures with DBE firms for the quarter;
 - c. The value of expenditures with each DBE firm for the quarter by race and gender;
 - d. Total value of expenditures with DBE firms from inception of the Contract; and
 - e. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.
2. Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the City of Pueblo Department of Public Works and Pueblo Memorial Airport. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.
3. The successful Bidder/Offeror shall permit:
 - a. The City to have access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
 - b. The authorized representative(s) of the City, Pueblo Memorial Airport, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
 - c. All data/record(s) pertaining to DBE shall be maintained as stated in Section 5 above.

L. Sanctions for Violations. If at any time the City has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the City may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
2. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

34. Sensitive Security Information

Applicable to all projects.

Each Contractor, subconsultant, and subcontractor must take every effort to protect “sensitive security information” made available during the administration of a contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520.

35. Texting While Driving

Applicable to all projects.

Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, the FAA and City encourages Contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

36. Trade Restriction Certification

Applicable to all projects.

- A. By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:
 1. 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 as published by the Office of the United States Trade Representative (USTR);
 2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
 3. Has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
- B. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.
- C. The Offeror/Contractor must provide immediate written notice to the City if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- D. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:
 1. Who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
 2. Whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

3. Who incorporates in the public works project any product of a foreign country on such USTR list.

- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- F. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.
- G. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the City cancellation of the contract or subcontract for default at no cost to the City or the FAA.

37. Veteran's Preference

Applicable to all projects.

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

38. Federal Tax Liability and Recent Felony Convictions, Transactions Prohibited.

Applicable to all projects.

- A. The Contractor agrees that Contractor, any subconsultants, and any subcontractors:
 - 1. Do not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - 2. Has not been convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- B. Contractor must complete the Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions.

39. Compliance

Applicable to all projects.

The FAA may take enforcement action if the Contractor violates an applicable federal law, regulation, or requirement, or does not follow an applicable federal guidance.

40. No Federal Government Commitment of Liability to Contractors

Applicable to all projects.

- A. The Federal Government does not and shall not have any commitment or liability related to the funding agreement, to any Contractor, subconsultant, subcontractor, or to any other person or entity; and

- B. Notwithstanding that the Federal Government may have concurred in or approved any solicitation or any agreement that may affect the funding agreement, the Federal Government does not and shall not have any commitment or liability to any Contractor, subconsultant, subcontractor, or other entity or person that is not a party to the funding agreement.

41. Construction Site Safety

Only applicable to construction projects.

Contractor agrees to comply and comply with protections for construction employees involved in each project or related activities with federal assistance provided including:

- A. Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and
- B. U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 CFR Part 1904; “Occupational Safety and Health Standards,” 29 CFR Part 1910; and “Safety and Health Regulations for Construction,” 29 CFR Part 1926.

42. Environmental Protections

Applicable to all projects.

- a. **General.** The Contractor will comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.
- b. **National Environmental Policy Act.** An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Contractor agrees to:
 - 1. Comply and facilitate subcontractor compliance with federal laws, regulations, and requirements, including, but not limited to:
 - a. Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;
 - b. The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. § 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ’s implementing regulations 40 CFR Part 1500 – 1508;
 - c. Joint FHWA and FAA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622;
 - d. Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and
 - e. Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - 2. Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
 - a. Joint FHWA and FAA final guidance, “Interim Guidance on MAP-21 Section 1319, Accelerated Decision-making in Environmental Reviews,” January 14, 2013;
 - b. Joint FHWA and FAA final guidance, “SAFETEA-LU Environmental Review Process (Public Law 109-59),” 71 Fed. Reg. 66576, November 15, 2006; and

- c. Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- c. **Environmental Justice.** The Contractor agrees to promote environmental justice by following:
 1. Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;
 2. U.S. DOT Order 5610.2(a), “Department of Transportation Updated Environmental Justice Order,” 77 Fed. Reg. 27534, May 10, 2012; and
 3. The most recent edition of FAA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- d. **Other Environmental Federal Laws.** The Contractor agrees to comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order No. 11988, as amended, “Floodplain Management.”
- e. **Use of Certain Public Lands.** The Contractor agrees to comply with FAA regulations.

43. Alcohol Misuse and Prohibited Drug Use

Applicable to all projects.

- a. **Requirements.** The Contractor agrees to comply with:
 1. Federal transit laws, specifically 49 U.S.C. § 5331;
 2. FAA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR Part 655; and
 3. Applicable provisions of U.S. DOT regulations, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 CFR Part 40.
- b. **Remedies for Non-Compliance.** The Contractor agrees that if FAA determines that the Contractor, receiving federal assistance under 49 U.S.C. chapter 53, is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Contractor from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

44. Federal Changes

Applicable to all projects.

Contractor shall at all times comply with all applicable FAA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between Pueblo Memorial Airport and FAA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

45. Trafficking in Persons

Applicable to all projects.

- A. Contractor, its employees, and any subcontractor and its employees, may not:
 - 1. Engage in severe forms of trafficking in persons during the period of time that the grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the grant or any subgrants under this grant.
- B. City may unilaterally terminate this contract without penalty if you or a subcontractor that is a private entity:
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the contract to have violated a prohibition in paragraph a. of this condition through conduct that is either:
 - a. Associated with performance under contract; or
 - b. Imputed to the Contractor or subcontractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.
 - c. You must inform the City immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
 - d. City’s right to terminate unilaterally is described in paragraph a. of this condition:
 - 1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this agreement.

46. Employee Protection from Reprisal

Applicable to all projects.

An employee of Contractor or a subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a described person or body, information that the employee reasonably believes is evidence of waste of federal funds, violation of law, or substantial danger in accordance with 41 U.S.C. § 4712. Contractor and any subcontractor shall at all times comply with the requirements of 41 U.S.C. § 4712.

ADDITIONAL INFORMATION FOR AGREEMENT

Completed Required FAA Funding Forms

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

Insurance Certificate(s)

**BIDDER'S CERTIFICATION FOR DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

Only applicable for projects exceeding \$25,000.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the US Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FAA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Pueblo Memorial Airport. If it is later determined by the Pueblo Memorial Airport that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Pueblo Memorial Airport, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Dibble & Associates Consulting Engineers, Inc. | dba Dibble Date 08/03/2022

Authorized Signature 

Name/Title Ryan Toner, PE | Vice President

**CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY
AND FELONY CONVICTIONS**

m. The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

n. Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

o. Note

p. If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the City has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the City about its tax liability or conviction to the City, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

q. Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Company Dibble & Associates Consulting Engineers, Inc. | dba Dibble Date 08/03/2022

Authorized Signature 

Name/Title Ryan Toner, PE | Vice President

LOBBYING RESTRICTIONS FORM

The Contractor certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Dibble & Associates Consulting Engineers, Inc. | dba Dibble Date 08/03/2022

Authorized Signature 

Name/Title Ryan Toner, PE | Vice President

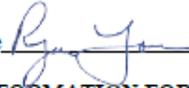
DBE UTILIZATION FORM

Only applicable for planning, capital and/or operating assistance exceeding \$250,000 in a Federal fiscal year.

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Bidder/Offeror is committed to a minimum of 3.9 % DBE utilization on this contract.

The Bidder/Offeror (if unable to meet the DBE goal of _____ %) is committed to a minimum of _____ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Company Dibble & Associates Consulting Engineers, Inc. | dba Dibble Authorized Signature 

DBE PARTICIPATION SCHEDULE & IDENTIFICATION AND INFORMATION FORM

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

Name and Address	Contact Name and Telephone Number	Participation % (Of Total Contract Value)	Description of Work To Be Performed	Race & Gender of Firm
CR Engineers 16719 East Palisades Boulevard, Suite 202 Fountain Hill, AZ 85268	Catherine Alcorn 602.448.9570	TBD per project	Airfield Lighting and Signage; Design and Construction Administration; will vary as project dictates.	DBE/SBE
Basis Partners 25 North Spruce Street, Suite 310 Colorado Springs, CO 80905	Derek Phipps 719.733.3492	TBD per project	Construction Administration and Observation; will vary as project dictates.	DBE/ESB/MWBE
Genesis Consulting Group 5104 North 33rd Street Phoenix AZ 85018	Mary Ortega-Itsell 210.488.1019	TBD per project	Airport Special Services, including DBE; will vary as project dictates.	DBE

(Continue to next page for DBE Letter of Intent)

DBE LETTER OF INTENT

(Bidder must submit this page for each DBE subcontractor.)

Bidding Company Name Dibble & Associates Consulting Engineers, Inc. | dba Dibble

Bidder's Address, City, State, Zip 2696 South Colorado Boulevard, Suite 330 Denver, CO 80222

Name of DBE firm Basis Partners

DBE's Address, City, State, Zip 25 North Spruce Street, Suite 310 Colorado Springs, CO 80905

DBE's Phone & Email 719.733.3492 | derek.phipps@basisp.com

Description of work to be performed by DBE firm:

Construction Administration and Observation.

Varied as project dictates.

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ TBD.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

Company Basis Partners Date 08/03/2022

Authorized Signature 

Name/Title Nouraldean Bakkar - President

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

NOTE: All DBE subcontractors shall also submit the No Change Affidavit on the following page.

DBE LETTER OF INTENT

(Bidder must submit this page for each DBE subcontractor.)

Bidding Company Name Dibble & Associates Consulting Engineers, Inc. | dba Dibble

Bidder's Address, City, State, Zip 2696 South Colorado Boulevard, Suite 330 Denver, CO 80222

Name of DBE firm CR Engineers, Inc.

DBE's Address, City, State, Zip 16719 East Palisades Boulevard, Suite 202 Fountain Hills, AZ 85268

DBE's Phone & Email 602.448.9570 | calcorn@creng.com

Description of work to be performed by DBE firm:

Airfield Lighting and Signage; Design and Construction Administration.

Varied as project dictates.

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ TBD.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

Company CR Engineers, Inc. Date 08/03/2022

Authorized Signature _____

Name/Title Catherine Alcorn / President

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

NOTE: All DBE subcontractors shall also submit the No Change Affidavit on the following page.

DBE LETTER OF INTENT

(Bidder must submit this page for each DBE subcontractor.)

Bidding Company Name Dibble & Associates Consulting Engineers, Inc. | dba Dibble

Bidder's Address, City, State, Zip 2696 South Colorado Boulevard, Suite 330 Denver, CO 80222

Name of DBE firm Genesis Consulting Group

DBE's Address, City, State, Zip 5104 North 33rd Street, Phoenix, AZ 85018

DBE's Phone & Email 210.488.1019 | mary@genesis-aviation.com

Description of work to be performed by DBE firm:
Airport Special Services, including DBE.
Varied as project dictates.

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 700

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

Company Genesis Consulting Group Date 08/03/2022

Authorized Signature Mary Ortega-Itsell

Name/Title Mary Ortega-Itsell, Managing Member

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

NOTE: All DBE subcontractors shall also submit the No Change Affidavit on the following page.

NO CHANGE AFFIDAVIT FOR DBE BUSINESS

(Each DBE subcontractor shall submit this form to bidder and bidder shall submit all No Change Affidavits with their bid.)

All DBEs are required to inform the U.S. Department of Transportation, in a written affidavit, of any change in their circumstances affecting their ability to meet size, disadvantaged status, Cityship or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the U.S. Department of Transportation application for certification.

Please confirm the following:

I swear (or affirm) that there have been no changes in the circumstances of CR Engineers, Inc. *[name of DBE firm]*

affecting its ability to meet the size, disadvantaged status, Cityship, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with CR Engineers, Inc. *[name of DBE firm]'s*

application for certification, except for any changes about which you have provided written notice to the

U.S. Department of Transportation under 26.83(j).

CR Engineers, Inc. *[name of DBE firm]*

meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed \$16.6 million.

I understand that this form shall be utilized by the City of Pueblo and does not waive the obligation for CR Engineers, Inc. *[name of DBE firm]*

to notify the U.S. Department of Transportation of any changes to the DBE status.

Company CR Engineers, Inc. Date 08/03/2022

Authorized Signature _____

Name/Title Catherine Alcorn / President

NO CHANGE AFFIDAVIT FOR DBE BUSINESS

(Each DBE subcontractor shall submit this form to bidder and bidder shall submit all No Change Affidavits with their bid.)

All DBEs are required to inform the U.S. Department of Transportation, in a written affidavit, of any change in their circumstances affecting their ability to meet size, disadvantaged status, City-ship or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the U.S. Department of Transportation application for certification.

Please certify the following:

I swear (or affirm) that there have been no changes in the circumstances of Genesis Consulting Group _____ [name of DBE firm]

affecting its ability to meet the size, disadvantaged status, Cityship, or control requirements of 49 CFR part

26. There have been no material changes in the information provided with Genesis Consulting Group _____ [name of DBE firm's

application for certification, except for any changes about which you have provided written notice to the

U.S. Department of Transportation under 26.83(j).

Genesis Consulting Group _____ [name of DBE firm]

meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed \$16.6 million.

I understand that this form shall be utilized by the City of Pueblo and does not waive the obligation for Genesis Consulting Group _____ [name of DBE firm]

to notify the U.S. Department of Transportation of any changes to the DBE status.

Company Genesis Consulting Group _____ Date 08/03/2022

Authorized Signature Mary Ortega-Itsell _____

Name/Title Mary Ortega-Itsell, Managing Member _____

Certificate of Buy American Compliance for Manufactured Products

g. As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

h. By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the City evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing U.S. domestic product.
- 3. To furnish U.S. domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To the submit to the City within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- 3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

i. **Required Documentation**

j. **Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

k. **Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

l. **False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Company Dibble & Associates Consulting Engineers, Inc. Date 8/3/2022

Authorized Signature 

Name/Title Ryan Toner, PE | Vice President



DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC.

Unique Entity ID FNVBMB1RNMM8	CAGE / NCAGE 3VML8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jun 2, 2023	
Physical Address 7878 N 16TH ST STE 300 Phoenix, Arizona 85020-4467 United States	Mailing Address 7878 N 16TH ST Suite 300 Phoenix, Arizona 85020-4660 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Arizona 09	State / Country of Incorporation Arizona / United States	URL http://www.dibblecorp.com

Registration Dates

Activation Date Jun 6, 2022	Submission Date Jun 2, 2022	Initial Registration Date May 14, 2004
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Entity Dates

Entity Start Date Oct 1, 1962	Fiscal Year End Close Date Dec 31
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Immediate Owner

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

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

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

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

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code 3VML8
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Points of Contact

Electronic Business

♀ Susan Detwiler, CHIEF OPERATIONS OFFICER	7878 N 16TH ST Suite 300 Phoenix, Arizona 85020 United States
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KEVIN W ROBERTS, PRINCIPAL	7878 N 16TH ST Suite 300 Phoenix, Arizona 85020 United States
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Government Business

♀ Susan Detwiler, CHIEF OPERATIONS OFFICER	7878 N 16TH ST Suite 300 Phoenix, Arizona 85020 United States
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Heather Brown, Director of Marketing	7878 N 16TH ST Suite 300 Phoenix, Arizona 85020 United States
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Past Performance

♀ Kevin Roberts, PRINCIPAL	7878 N 16TH ST Suite 300 Phoenix, Arizona 85020 United States
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Kevin W. Roberts, Principal	7878 North 16TH Street Suite 300 Phoenix, Arizona 85020 United States
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Summary

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Details			
Trade name	DIBBLE ENGINEERING		
Registrant name	Dibble & Associates Consulting Engineers, Inc		
Status	Effective	Formation Date	12/20/2016
ID number	20161854330	Form	Foreign Corporation
Renewal month	n/a	Expiration Date	n/a
Primary residence or usual place of business street address	n/a		
Primary residence or usual place of business 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,

Dibble & Associates Consulting Engineers, Inc

is an entity formed or registered under the law of Arizona, 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 20161852874.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 08/17/2022 that have been posted, and by documents delivered to this office
electronically through 08/19/2022 @ 10:43:55.

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 08/19/2022 @ 10:43:55 in accordance with applicable law.
This certificate is assigned Confirmation Number 14248924.



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."

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No X. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No ____.

If you answered "yes" please state which of the above entities best describes your business:

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

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

Company Name: Dibble Engineering
 Authorized Signature: C.W. Moyers Title: Vice President
 Printed Name: C. W. Moyers Date: 2/21/2022