

RESOLUTION NO. 89993-0207

**A RESOLUTION APPROVING THE ENGINEERING
AGREEMENT FOR DESIGN AND CONSTRUCTION OF A
PARALLEL TAXIWAY TO RUNWAY 12/30
AIP PROJECT NO. 3-19-0063-13**

WHEREAS, the City Council for the City of Muscatine, Iowa, has approved the construction of a parallel taxiway to runway 12/30 at the Muscatine Municipal Airport in accordance with the airport capital improvements program, subject to availability of funding; and

WHEREAS, the solicitation and review of engineering firms for the design and construction of said taxiway in accordance with FAA requirements has now been completed; and

WHEREAS, this Council wishes to proceed with the selection of Anderson-Bogert Engineers and Surveyors, Inc., as the design firm for the taxiway project; and

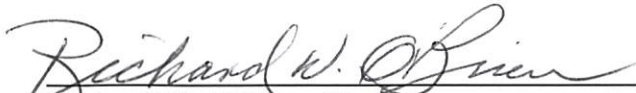
WHEREAS, it is necessary for the City Council to approve an engineering agreement with Anderson-Bogert Engineers and Surveyors, Inc. to provide those services, subject to FAA concurrence,

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Muscatine that Anderson-Bogert Engineers and Surveyors, Inc. is selected as the engineering firm for the design and construction of the parallel taxiway for runway 12/30 at the Muscatine Municipal Airport.

BE IT FURTHER RESOLVED that the City Council hereby authorizes and directs the Mayor and City Clerk to enter into the attached "Agreement for Engineering Services" with Anderson-Bogert Engineers and Surveyors, Inc. for the design and construction of said taxiway, subject to funding and concurrence by the Federal Aviation Administration.

PASSED, APPROVED AND ADOPTED by the City Council for the City of Muscatine, Iowa, this 1st day of February, 2007.

BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA


Richard W. O'Brien, Mayor




A. J. Johnson, City Clerk

MEMO

TO: A. J. Johnson, City Administrator

FROM: Steven Boka, Director of Planning, Zoning & Building Safety

SUBJECT: Resolution Approving the Engineering Agreement
Parallel Taxiway for Cross-wind Runway 12/30

DATE: January 31, 2007

Attached hereto please find the engineering agreement and the resolution approving the agreement for engineering services related to the construction of a parallel taxiway adjacent to runway 12/30 at the Muscatine Municipal Airport.

As a part of the airport improvement project for the parallel taxiway (AIP 3-19-0063-13) the city was required to solicit engineering firms utilizing Federal Department of Transportation and the Federal Aviation Administration guidelines for selection. Once the selection process is complete, the City must take official action to recommend the award to the selected firm.

In compliance with the federal requirements, the City Administrator, the Director of Public Works, and the Director of Planning, Zoning & Building Safety have completed a review and are recommending that the City Council select and enter into an agreement with Anderson-Bogert Engineers and Surveyors, Inc., to provide engineering services for this project, subject to FAA concurrence of the award. A copy of the agreement, scope of services, and fee schedule is attached to this memo.

Therefore, I am requesting that City Council consider action on the attached resolution during their February 1st City Council meeting. Once the resolution is adopted, the FAA will be provided a copy of the recommendation and all supporting documentation required for their review and consideration. If a favorable review and concurrence of the award is received from the FAA, the City and Anderson-Bogert will execute the agreement and the project engineering can begin.

**AGREEMENT FOR ENGINEERING SERVICES
PARALLEL TAXIWAY TO RUNWAY 12/30
MUSCATINE MUNICIPAL AIRPORT
Muscatine, Iowa**

ARTICLE I: This AGREEMENT, entered into as of this ___ day of _____, 2007, by and between:

CITY OF MUSCATINE
215 Sycamore Street
Muscatine, Iowa 52761

hereinafter referring to
as the SPONSOR

AND:

ANDERSON-BOGERT,
Engineers & Surveyors, Inc.
4001 River Ridge Dr. NE
Cedar Rapids, IA 52402

hereinafter referred to
as the CONSULTANT

FOR THE PURPOSE of providing the following Engineering Services:

Engineering services for improvements
to the Muscatine Municipal Airport
including taxiway grading, paving,
lighting, marking, signing, and
seeding.

hereinafter referred to
as the PROJECT

DO HEREBY, mutually agree as follows:

ARTICLE II: CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. Employment Of The Consultant. The SPONSOR hereby agrees to engage the CONSULTANT and his specified subcontractors who in turn agree to perform the technical and professional services necessary to produce the PROJECT. Furthermore, it is expressly understood that the Federal Aviation Administration (FAA) has the right to approve the terms and conditions of this AGREEMENT as well as the proposed scope and costs of the technical and professional services to be conducted as a part of the PROJECT. This AGREEMENT shall be for the Scope of Services described below.

2. Scope Of Services. The CONSULTANT shall do, perform and carry out in a satisfactory and proper manner, as determined by the SPONSOR and the FAA, the services generally outlined below and specifically indicated in Exhibit A - Scope Of Services, attached and incorporated by reference hereto.

3. Notice To Proceed. The official written notice to proceed will be issued by the SPONSOR for all or part of the proposed scope of work upon receiving similar notice from the FAA.
4. Time Of Performance. The services of the CONSULTANT shall be undertaken and completed in a timely fashion. Total time of performance for the design phase shall not exceed four (4) months from the date of the Notice to Proceed by the SPONSOR.
5. Responsibility Of The CONSULTANT. The CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of services provided by the CONSULTANT under this AGREEMENT.

ARTICLE III: SPONSOR'S RESPONSIBILITIES

The SPONSOR, as a part of this AGREEMENT, shall provide the CONSULTANT with the following:

1. Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform his services.
2. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the PROJECT.
3. Designate in writing a person to act as SPONSOR representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define SPONSOR policies and decisions.
4. Give prompt written notice to the CONSULTANT whenever SPONSOR observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work of the contractor(s).
5. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The SPONSOR shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the PROJECT.
6. Provide evidence of proper selection as per the FAA Advisory Circular 150/5100-14B. This agreement is part of the engineering services selection as published December 22, 2006. The above advertisement is shown attached as Exhibit I and incorporated hereto.
7. One (1) copy of existing plans, reports or other data the SPONSOR may have on file with regard to this PROJECT.

8. One (1) copy of each of the existing Exhibit "A". Property map, property description and previous ownership for each tract of land acquired for the airport, date each tract was acquired and if acquired with federal funds, the federal project number, and all easement and right-of-way descriptions on airport property.

ARTICLE IV: TIME SCHEDULE

The CONSULTANT agrees to proceed with this work immediately upon receipt of written Notice to Proceed (NTP) by the SPONSOR and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

Schedule In Calendar Days

- | | | |
|----|---|---------|
| 1. | Complete necessary field surveys and soil borings | 2-16-07 |
| 2. | Furnish preliminary Plans and Specifications for FAA review, with Engineer's Report (including pavement design) | 3-16-07 |
| 3. | Furnish final Plans and Specifications for FAA approval and authority to advertise, along with project application and cost estimate | 5-01-07 |
| 4. | Advertise for bids | 6-01-07 |
| 5. | Open bids | 7-09-07 |
| 6. | Furnish bid tabulation and recommendation for award of contract, along with identification of DBE subcontractors and dollar amount of DBE participation, and Summary of Project Costs for issuance of Grant Offer | 7-11-07 |
| 7. | Executed Grant Offer | 7-26-07 |

ARTICLE V: MINORITY BUSINESS ENTERPRISE (MBE) ASSURANCES

Minority Business Enterprise (MBE) Assurance. It is the policy of the Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the MBE requirements of 49 CFR Part 23 apply to this AGREEMENT.

The CONSULTANT agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this AGREEMENT. In this regard, the CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The CONSULTANT shall not discriminate on the basis of race, color, or national origin, or sex in the award and performance of DOT-assisted contracts.

ARTICLE VI: FOREIGN TRADE RESTRICTIONS

The CONSULTANT, by execution of this AGREEMENT, certifies that it:

1. Is not owned or controlled by one or more citizens or nationals 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 Representative (USTR);
2. Has not knowingly entered into any contract or subcontract for this project with a CONSULTANT that is a citizen or national of a foreign country on said list, or is owned or controlled directly by one or more citizens or nationals of a foreign country on said list;
3. Has not procured any product nor subcontracted for the supply of any product for use on the PROJECT that is produced in a foreign country on said list.

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 a CONSULTANT who is unable to certify to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the PROJECT, the Federal Aviation Administration may direct, through the SPONSOR, cancellation of the contract at no cost to the Government.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier sub-contracts. The CONSULTANT may rely upon the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the SPONSOR if the CONSULTANT learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide immediate written notice to the CONSULTANT, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the CONSULTANT or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the SPONSOR,

cancellation of the contract or subcontract for default at no cost to the Government.

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 CONSULTANT is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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, United States Code, Section 1001.

ARTICLE VII: COMPENSATION AND METHOD OF PAYMENT

1. Compensation. It is expressly understood and agreed that the total compensation to be paid to the CONSULTANT shall be as described below for the services outlined in Exhibit A - Scope of Services. Such sum shall constitute full and complete compensation as identified in Exhibit B - Cost Summary, attached and incorporated by reference hereto.
2. Method Of Payment. The SPONSOR shall pay to the CONSULTANT not more than the fixed price amount set out in number one listed above. Payments shall be at monthly intervals specifying that he has performed the work and is entitled to the amount requisitioned under the terms of this AGREEMENT.
3. CONSULTANT Responsibilities For Compensation. The CONSULTANT shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All requisitions for payment shall be for work completed unless otherwise agreed to by the SPONSOR. The CONSULTANT shall also prepare the necessary Federal forms and Requisition for Payment under the PROJECT Grant requirements for the FAA.
4. SPONSOR Responsibilities For Compensation. The SPONSOR agrees to pay the CONSULTANT'S invoices net upon receipt. At no time will payment of requisitions exceed thirty (30) days from the date of the invoice without written notification to the CONSULTANT. It is expressly understood that the payment process outlined above builds in provisions for the CONSULTANT to carry PROJECT costs for no more than sixty (60) days to minimize interest overheads and provide more planning man-hours for each PROJECT dollar. It is also expressly understood that the SPONSOR has the right to withhold payment of any invoice if he feels that the CONSULTANT has not performed the requisitioned work efforts in a satisfactory manner. If the SPONSOR does decide to withhold payments to the CONSULTANT for any reason, he must provide written notification and an explanation to the CONSULTANT within ten (10) days of the date of the invoice.

ARTICLE VIII: MISCELLANEOUS PROVISIONS

1. Changes to the Scope of Services. The SPONSOR may, at any time, and by written order, make changes in the services to be performed under this AGREEMENT. If such changes cause an increase or decrease in the CONSULTANT'S cost or time required to complete the contract, the contract time or compensation will be revised to reflect these changes.
2. Examination Of Records. The CONSULTANT agrees that duly authorized representatives of the SPONSOR, the Federal Aviation Administration and the Comptroller General of the United States shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine any directly pertinent books, documents, papers, and records of the CONSULTANT involving transactions related to this contract.
3. Ownership Of Documents And Other Data. Original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this AGREEMENT or attached Authorization of Services are instruments of service and generally should remain in the property of the CONSULTANT unless otherwise agreed to by both parties. Reproducible copies of drawings and copies of other pertinent data shall be made available to the SPONSOR upon request.
4. Suspension Of Work. The SPONSOR may order the CONSULTANT, in writing, to suspend all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the SPONSOR.

If the performance of all or any part of the work is, for any unreasonable period of time, suspended or delayed by an act of the SPONSOR in the administration of this contract, or by its failure to act within the time specified in this contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this contract necessarily caused by such unreasonable suspension or delay, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance would have been suspended or delayed by any other cause, including the fault or negligence of the CONSULTANT or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.

5. Composition Of CONSULTANT. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable.
6. Interests And Benefits. The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONSULTANT further covenants that in the performance of this contract, no person having any such interest shall be employed.
7. Interest Of Members Of SPONSORS And Others. No officer, member or employee of the

SPONSOR and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this contract, shall participate in any decision relating to the contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the contract or the proceeds thereof.

8. Termination Of Agreement.

- a. The SPONSOR may, by written notice, terminate this AGREEMENT in whole or in part at any time, either for the SPONSOR'S convenience or because of failure to fulfill the AGREEMENT obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this AGREEMENT, whether completed or in progress, delivered to the SPONSOR.
- b. If the termination is for the convenience of the SPONSOR, an equitable adjustment in the compensation shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the CONSULTANT'S obligations, the SPONSOR may take over the work and prosecute the same to completion by AGREEMENT or otherwise. In such case, the CONSULTANT shall be liable to the SPONSOR for any additional cost occasioned to the SPONSOR thereby.
- d. If, after notice of termination for failure to fulfill AGREEMENT obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been affected for the convenience of the SPONSOR. In such event, adjustment in the compensation shall be made as provided in paragraph b of this clause.
- e. The rights and remedies of the SPONSOR provided in this clause are in addition to any other rights and remedies provided by law or under this AGREEMENT.

9. Sanctions For Noncompliance. In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the SPONSOR shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

10. Information And Reports. The CONSULTANT shall provide all information and reports required by the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the SPONSOR or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the SPONSOR or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

11. Incorporation Of Provision. The CONSULTANT shall include the provisions of the above paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the SPONSOR or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONSULTANT may request the SPONSOR to enter into such litigation to protect the interests of the SPONSOR and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
12. Assignability. The CONSULTANT shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written consent of the SPONSOR thereto; provided, however, that claims for money due or to become due to the CONSULTANT from the SPONSOR under this contract may be assigned to a bank, trust company, or other financial institution without such approval.

Notice of any such assignment or transfer shall be furnished promptly to the SPONSOR.

ARTICLE IX: COMPENSATION

The SPONSOR agrees to compensate the CONSULTANT for performing engineering services on a **FIXED LUMP SUM BASIS** as described below:


1.	Design Phase		
	a.	Preliminary	\$25,556.45
	b.	Final	\$54,675.97
2.	Construction Phase		
	a.	Bidding	\$9,510.17
	b.	Construction Services	\$43,420.77
3.	Special Service		
		Field Surveys (for design)	\$7,470.13
		Additional Special Services.....	\$8,328.15
		Geotechnical Investigation	\$8,000.00
		Construction Surveys.....	\$16,553.44
		TOTAL	\$173,515.08

Progress payments shall be made to the CONSULTANT within 30 days of receipt of billing.

IN WITNESS WHEREOF, the SPONSOR and the CONSULTANT have executed this AGREEMENT as of the date first written.

FOR THE CONSULTANT

BY: 

ATTEST: 

FOR THE SPONSOR
CITY OF MUSCATINE

BY: 

ATTEST: 

Attached and Incorporated by Reference:

- Exhibit A - Scope of Services
- Exhibit B - Cost Summary/Work Plan
- Exhibit C - Sponsor Certification for Selection of Consultants
- Exhibit D - Required Federal Contract Clause

EXHIBIT A
SCOPE OF ENGINEERING SERVICES
AGREEMENT FOR ENGINEERING SERVICES
PARALLEL TAXIWAY TO RUNWAY 12/30
MUSCATINE MUNICIPAL AIRPORT

A. DESIGN PHASE

Preliminary

1. Conferences with the SPONSOR, inspection of the site, discussion of scheduling, and development of concept to establish project requirements.
2. Conferences with Regulatory Agencies including the FAA, and with those Utility Companies that may be affected.
3. Prepare Engineer's Design Report to include pavement design, plan quantities, cost estimates, and project budgets.
4. Prepare preliminary plans, specifications and pavement designs with Engineer's recommendations for review and approval by FAA.
5. Submit Preliminary Plans, Contract Documents/ Specifications and Engineer's Design Report for review by the SPONSOR and FAA.
6. Attend meetings in Muscatine with the SPONSOR for a predesign conference and review of preliminary plans.

Final

1. Prepare construction plans for taxiway grading and paving, including storm sewer, lighting, marking, signing, and seeding. The construction plans will be prepared for bidding as listed below.
 - Title sheet
 - Project location plan and quantities
 - Safety and staging plan
 - Taxiway plan and profile
 - Typical pavement section
 - Concrete pavement joint layouts and joint details
 - Lighting plan and details
 - Site electrical plan and details
 - Marking plan and details
 - Grading/erosion control plan and details
 - Cross-sections
 - General details

2. Prepare Contract Documents/Specifications for the project.
3. Calculate plan quantities, and prepare engineer's opinion of probable construction cost and project budget.
4. Submit final Plans and Contract Documents/ Specifications for the project to the SPONSOR and FAA for review and approval.
5. Detailed conferences with the SPONSOR, and Regulatory Agencies for planning and coordination.
6. Prepare engineering data for normal Regulatory Permit Applications.

B. CONSTRUCTION PHASE

Bidding

1. Provide copies of Plans, Specifications and Contract Documents to bidders, contractors, Airport Commission, FAA and other interested State and Federal agencies.
2. Assist in publicizing the proposed construction to secure competitive bids, receiving bids and awarding construction contracts.
3. After bids for the proposed construction are received, assist the City in review of same and when so directed submit completed Contract Documents to the City and FAA for review and approval.
4. Tabulate and evaluate bids, obtain DBE subcontractor list from apparent low bidder and review bid documents.

Construction Services

1. Prepare periodic applications and vouchers for Grant payment as directed by the City and in accordance with the proper documents required by FAA.
2. Provide consultation and advice to the client during construction.
3. Coordinate the construction work schedule with the Airport Manager to ensure the minimum interruption of Airport operations during the construction period.
4. Provide resident construction review and observation after the construction contracts are executed. General observation of the construction work (in addition to routine reports and estimates) shall include consulting and advisory services, and necessary

activities associated with changed field conditions in addition to resident services. Resident construction review will include continuous professional observations of the project whenever construction is in progress and assure substantial compliance with the plans, specifications and contract documents. Resident services will include checking lines and grades, ensuring that all required field and laboratory inspections and tests are accomplished.

5. Assure material testing and compaction control for all grading and paving work.
6. Prepare and file periodic inspection progress reports as required by the owners and FAA.
7. Review and approve partial and final estimates of work completed, as prepared and submitted by the Contractor, as provided by the Contract Documents and as required by FAA.
8. Accompany Owner on Final Inspection.

C. SPECIAL SERVICES

Field Surveys - Engineering Design:

The CONSULTANT shall provide surveys for engineering design for the project. The field surveys shall include the following as necessary for design of the project:

1. Establish survey baselines for improvement areas.
2. Establish construction bench marks.
3. Cross-sections and topography of the improvement areas.

Additional Special Services To Be Provided By The CONSULTANT Shall Include:

1. Complete C.I.P. Data Sheets/5-year C.I.P. forms required for AIP funding.
2. Perform soils and pavements investigation and laboratory tests required for design.
3. Assist the SPONSOR with the preparation of a DBE Program.
4. Assist the SPONSOR with the administration of their DBE Program.
5. Update the existing Muscatine Municipal Airport ALP to show improvements completed on this project and any adjustments due to this project.
6. Assist in filing of FAA Grant Application

7. Provide information and prepare "Record Drawings" based upon our best recorded knowledge of the completed construction for the Airport and FAA files.
8. Prepare required FAA forms for closeout of project.

D. ADDITIONAL ENGINEERING SERVICES

Should additional engineering services be required due to the scope of the project being increased, an amendment to this contract will be developed with the accompanying costs.

Exhibit B - Page 1
Cost Summary
Agreement for Engineering Services
Parallel Taxiway to Runway 12/30
Muscatine Municipal Airport

1	Direct Salary Costs			
	<u>Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
	Principal	310	\$62.50	\$19,375.00
	Design Engineer	460	\$29.57	\$13,602.20
	Staff Engineer	200	\$23.08	\$4,616.00
	Electrical Engineer	110	\$35.00	\$3,850.00
	CADD technician	300	\$14.00	\$4,200.00
	Word Processing/Acct	300	\$17.25	\$5,175.00
	Survey Manager	80	\$25.00	\$2,000.00
	Survey Crew	150	\$34.75	\$5,212.50
	Construction Observer	360	\$16.75	\$6,030.00
	<i>Total Direct Salary Costs</i>			\$64,060.70
2	Labor & General Administrative Overhead			
	Percentage of Direct Salary Costs 115%			\$73,669.81
3	Subtotal Items 1 & 2			\$137,730.51
4	Fixed Fee @ 15%			\$20,659.58
5	Direct Non-Salary Expense			
	Transportation			\$4,725.00
	Per Diem Including Meals			\$500.00
	Printing			\$800.00
	Plotting			\$500.00
	Materials & Supplies			\$600.00
	<i>Total Direct Non-Salary Costs</i>			\$7,125.00
6	Subtotal of Items 3,4, and 5			\$165,515.08
7	Geotechnical Investigation			\$8,000.00
8	Grand Total (6 +7)			\$173,515.08

Exhibit B - Page 2
Work Plan
Agreement for Engineering Services
Parallel Taxiway to Runway 12/30
Muscatine Municipal Airport

Task	Principal	Design	Staff	Electrical	CADD		Survey	Survey	Const.
	Hours	Hours	Hours	Hours	Hours	Clerical	Manager	Crew	Observer
						Hours	Hours	Hours	Hours
Design Phase									
Preliminary	45	90	50	25	100	75			
Final	90	180	150	50	200	175			
Construction Phase									
Bidding	20	30		15		50			
Construction Services	100	100		20					360
Special Services									
Field Survey for Design	10	10					20	40	
Additional Special Services	35	40							
Construction Surveys	10	10					60	110	
Totals	310	460	200	110	300	300	80	150	360

Exhibit C

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION
SELECTION OF CONSULTANTS**

**Agreement for
Engineering
Services**

City of Muscatine, Iowa
(Sponsor)

Muscatine Municipal
(Airport)

3-19-0063-13
(Project Number)

Description of Work:

Parallel Taxiway to Runway 12/30 including grading, paving, storm sewer, marking, lighting, and signage.

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

	Yes	No	N/A
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The consultant services contract clearly establishes or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

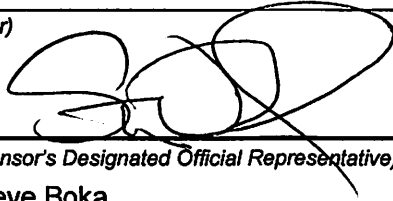
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.



I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Muscatine

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Steve Boka

(Typed Name of Sponsor's Designated Official Representative)

Director of Planning, Zoning, and Building Safety

(Typed Title of Sponsor's Designated Official Representative)

2/14/07

(Date)

Exhibit D
Required Federal Contract Clauses
Agreement for Engineering Services
Parallel Taxiway to Runway 12/30
Muscatine Municipal Airport

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the

Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant 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 recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Consultant receives from the SPONSOR. The Consultant

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 SPONSOR. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, 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 the making of any Federal grant and the amendment or modification of any Federal grant.

(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 any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. 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 Representative (USTR);

b. 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

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 Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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, United States Code, Section 1001.

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their 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. The duties and obligations imposed by the Contract Documents and the rights and remedies

available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.