



COMMUNITY DEVELOPMENT

MEMORANDUM

Planning,
Zoning,
Building Safety,
Construction Inspection Services,
Public Health,
Housing Inspections,
Code Enforcement

To: Mayor and City Council Members

Cc: Gregg Mandsager, City Administrator

From: Steven Boka, Director of Community Development

Date: August 12, 2013

Re: Request to Approve a Professional Services Agreement / CTL Group

INTRODUCTION: Runway 6/24 at the municipal Airport has experienced several blow-ups over the past three years. In an effort to minimize future blow-ups and maintain the primary runway in acceptable condition, the city has been working with the FAA to develop a pavement maintenance strategy to replace and improve major sections of the runway.

BACKGROUND: The current five-year airport capital improvement program includes a major federally funded rehabilitation project for Runway 6/24. The FAA recommended that the city conduct a petrographic analysis of the pavements to isolate exactly where the pavement distress is located and has agreed to reimburse the city for cost of the analysis as a part of the overall rehabilitation project.

As required by the Airport Improvement Program (AIP) rules, a qualifications based selection process was utilized to select the petrographic consultant. Five statements of qualifications were received, reviewed and ranked by Anderson-Bogert, the city engineering firm used by the city for airport projects. Following a discussion with staff regarding the selection process, staff concurred with the selection ranking and the most qualified consultant was notified of their selection.

That consultant's draft agreement was reviewed by Anderson-Bogert and the FAA. The review by Anderson-Bogert included a fee analysis and subsequent negotiations to reduce the fee. The FAA had no comments on the scope. The subsequent negotiations resulted in a \$25,000 reduction in the proposed fees to CTL.

RECOMMENDATION/RATIONALE: It is the recommendation of Anderson-Bogert and staff that the attached agreement for professional services between the CTL Group and the City of Muscatine for the petrographic analysis of Runway 6/24 and its parallel and connecting taxiways be approved.

BACKUP INFORMATION:

1. Professional Services Agreement

"I remember Muscatine for its sunsets. I have never seen any on either side of the ocean that equaled them" — Mark Twain

**AGREEMENT FOR PROFESSIONAL SERVICES
MUSCATINE MUNICIPAL AIRPORT
Muscatine, Iowa**

ARTICLE I: This AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter referred to as this AGREEMENT), entered into as of this 16 day of August, 2013, is by and between:

CITY OF MUSCATINE
215 Sycamore Street
Muscatine, Iowa 52761

hereinafter referred to
as the SPONSOR

AND:

CTLGROUP
5400 Old Orchard Road
Skokie, Illinois 60077

hereinafter referred to
as the CONSULTANT

FOR THE PURPOSE of the CONSULTANT providing the SPONSOR with the professional services detailed on EXHIBIT A attached hereto and incorporated herein by reference (hereinafter referred to as the SERVICES).

IN CONSIDERATION of the foregoing and the representations, warranties, covenants, agreements and conditions set forth in this AGREEMENT, the SPONSOR and the CONSULTANT do hereby mutually agree as follows:

ARTICLE II: CONSULTANT'S SERVICES AND RESPONSIBILITIES

1. Engagement Of The Consultant. The SPONSOR hereby agrees to engage the CONSULTANT to perform the SERVICES and the CONSULTANT hereby agrees to perform the SERVICES for the SPONSOR. Furthermore, it is expressly understood that the Federal Aviation Administration (hereinafter referred to as the FAA) has the right to approve the terms and conditions of this AGREEMENT, as well as the proposed scope and costs of the SERVICES.
2. Time Of Performance. The SERVICES shall be undertaken and completed by the CONSULTANT in accordance with the schedule detailed in EXHIBIT B attached hereto and incorporated herein by reference (hereinafter referred to as the SCHEDULE). The CONSULTANT agrees to proceed with the SERVICES after approval of this AGREEMENT by the SPONSOR and the FAA and execution of this AGREEMENT by the SPONSOR and to employ such personnel as required to complete the SERVICES in accordance with the SCHEDULE.
3. Responsibility Of The CONSULTANT. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of the SERVICES.

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 the SERVICES.
2. Assist in approvals and permits from all governmental entities having jurisdiction over the SERVICES or the project site and such approvals and consents from others as may be necessary for completion of the SERVICES.
3. Designate a person to act as SPONSOR representative with respect to the SERVICES. 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 the SPONSOR observes or otherwise becomes aware of any development that affects the scope or timing of the SERVICES, or any defect in the work of any contractor(s), subcontractor(s) or subconsultant(s).
5. Pay publishing costs 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 SERVICES.
6. Provide evidence of proper services selection as per the FAA Advisory Circular 150/5100-14D.
7. Provide the CONSULTANT with one (1) copy of existing plans, reports, or other data the SPONSOR may have on file with regard to the SERVICES or the project site.

ARTICLE IV: DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

Disadvantaged Business Enterprise (DBE) Assurance. It is the policy of the FAA that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds provided under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

The CONSULTANT agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 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 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts provided under this AGREEMENT. The CONSULTANT shall not discriminate on the basis of race, color, or national origin, or sex in the award and performance of FAA-assisted contracts.

ARTICLE V: 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 the SERVICES with an entity 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; and
3. Has not procured any product nor subcontracted for the supply of any product for use in the SERVICES 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 in the SERVICES, the FAA may direct, through the SPONSOR, cancellation of this AGREEMENT at no cost to the FAA or the SPONSOR.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it shall 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 entering into this AGREEMENT. If it is later determined that the CONSULTANT or subconsultant knowingly rendered an erroneous certification, the FAA may direct, through the SPONSOR, cancellation of this AGREEMENT or subcontract for default at no cost to the FAA or the SPONSOR.

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 the 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 VI: COMPENSATION AND METHOD OF PAYMENT

1. Compensation. In consideration of the CONSULTANT'S performance of the SERVICES, the SPONSOR shall pay to the CONSULTANT a fixed lump sum amount of \$71,313.
2. Method Of Payment. Payments shall be at monthly intervals specifying that the CONSULTANT has performed the SERVICES 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.
4. SPONSOR Responsibilities For Compensation. The SPONSOR agrees to pay the CONSULTANT'S invoices net upon receipt. At no time shall 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 costs for no more than sixty (60) days to minimize interest overheads and provide more planning man-hours for each dollar. It is also expressly understood that the SPONSOR has the right to withhold payment of any invoice, if the CONSULTANT has not performed the SERVICES in accordance with this AGREEMENT. If the SPONSOR withholds payments to the CONSULTANT for any reason, it must provide written notification and an explanation to the CONSULTANT within ten (10) days of the date of the invoice. In addition to the termination provisions in ARTICLE VII below, if the SPONSOR fails to pay the CONSULTANT within ninety (90) days of an undisputed invoice, the CONSULTANT, without liability to the SPONSOR, may terminate this AGREEMENT and/or suspend Services until payment of all past due amounts has been received by CONSULTANT.

ARTICLE VII: MISCELLANEOUS PROVISIONS

1. Changes To The SERVICES. The SPONSOR may, at any time, and by written order, make changes in the SERVICES. If such changes cause an increase or decrease in the CONSULTANT'S cost or time required to complete the SERVICES, the contract time and/or compensation shall be revised to reflect these changes, and this AGREEMENT shall be modified in writing accordingly.

2. Examination Of Records. The CONSULTANT agrees that duly authorized representatives of the SPONSOR, the FAA, and the Comptroller General of the United States shall, until the expiration of three (3) years after final payment under this AGREEMENT, have access to and the right to examine any directly pertinent books, documents, papers, and records of the CONSULTANT involving transactions related to this AGREEMENT.
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 are instruments of service and shall remain the property of the CONSULTANT. Reproducible copies of drawings and copies of other pertinent data that are required to be delivered to the SPONSOR by the CONSULTANT in connection with the SERVICES shall be made available to the SPONSOR upon request. The SPONSOR may make and retain copies for information and reference in connection with the SERVICES; however, such documents are not intended or represented to be suitable for re-use by the SPONSOR or others as extensions of the SERVICES or on any other project. Any re-use without written verification or adaptation by the CONSULTANT for the specific purpose intended shall be at the SPONSOR's sole risk and without liability or legal exposure to the CONSULTANT or the CONSULTANT's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. The CONSULTANT shall be entitled to additional compensation for verification or adaptation at rates to be agreed upon by the SPONSOR and the CONSULTANT.

4. Suspension Of The SERVICES. The SPONSOR may order the CONSULTANT, in writing, to suspend all or any part of the SERVICES for such period of time as it may determine to be appropriate for the convenience of the SPONSOR.

If the performance of all or any part of the SERVICES is, for any unreasonable period of time, suspended or delayed by an act of the SPONSOR in the administration of this AGREEMENT, or by its failure to act within the time specified in this AGREEMENT (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this AGREEMENT necessarily caused by such unreasonable suspension or delay, and this AGREEMENT shall be 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 AGREEMENT.

5. Composition Of The 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 it 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 the SERVICES. The CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed in connection with this AGREEMENT.

7. **Interest Of Members Of The 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, shall participate in any decision relating to this AGREEMENT which affects its personal interest or have any personal or pecuniary interest, direct or indirect, in this AGREEMENT 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, the 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 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 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 contract price 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 AGREEMENT, 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 this AGREEMENT until the

CONSULTANT complies and/or

- b. cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
10. Information And Reports. The CONSULTANT shall provide all information and reports required by Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS) and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities that relate to this AGREEMENT and the SERVICES as may be determined by the SPONSOR or the FAA to be pertinent to ascertain compliance with the REGULATIONS, orders, and instructions. Where any information required of the 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 in every subcontract relating to the SERVICES, 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 relating to the SERVICES 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 the 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.
12. Assignability. The CONSULTANT shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same without the prior written consent of the SPONSOR; provided, however, that claims for money due or to become due to the CONSULTANT from the SPONSOR under this AGREEMENT 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. In addition, the SPONSOR shall not assign any right, or delegate any obligation, arising under this AGREEMENT without prior written consent of the CONSULTANT.
13. Standard of Care; Disclaimer of Warranties; Limitation of Services.
 - a. The CONSULTANT agrees to perform the SERVICES in accordance with the standard of care used by persons of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. All estimates, recommendations, opinions, and decisions of the CONSULTANT shall be made upon the basis of the information available to the CONSULTANT and the CONSULTANT's experience, technical qualifications, and professional judgment.

b. THE WARRANTY IN PARAGRAPH A OF THIS CLAUSE IS IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES, WHETHER EXPRESSED OR IMPLIED. THE SPONSOR ACKNOWLEDGES AND AGREES THAT THE CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER WARRANTIES OR ANY KIND OR NATURE WHATSOEVER. The CONSULTANT makes no other warranties, expressed or implied, under this AGREEMENT or otherwise, in connection with the SERVICES.

c. The SPONSOR acknowledges and agrees that (i) subterranean conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the CONSULTANT'S data interpretations and recommendations are based solely upon information available to the CONSULTANT at the time of assessment; (ii) investigations may disclose the presence of existing geological conditions or other substances, the presence of which may require disclosure to appropriate governmental authorities by the SPONSOR; (iii) although necessary to perform the SERVICES, investigation methods may involve an inherent risk of contamination of previously uncontaminated air, soil and water; (iv) the CONSULTANT is not responsible for data, interpretation and/or recommendations by others; (v) all data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the SERVICES; and (vi) the extent and scope of the SERVICES may be limited by the SPONSOR's schedule and financial considerations and that additional services may provide more accurate information in respect to conditions at or near the project site.

d. The SPONSOR acknowledges and agrees that the CONSULTANT is not a generator, storero, transporter, arranger for transport, or disposer of hazardous or toxic substances, pollutants or contaminants found or identified at the project site. The SERVICES do not include any services regarding the presence or discovery at the project site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. The SPONSOR shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the project site. The CONSULTANT is only responsible for providing the SERVICES.

14. Information; Third Parties; Access To Site.

a. The SPONSOR represents and warrants that it has or shall timely (i) furnish or cause to be furnished to the CONSULTANT all documents and information known to the SPONSOR that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the project site; and (ii) furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions which shall be required by the CONSULTANT for performance of the SERVICES. The CONSULTANT shall be entitled to rely upon documents and information provided by the SPONSOR in

performing the SERVICES. The CONSULTANT assumes no responsibility or liability for the accuracy or completeness of said documents and information. SPONSOR provided documents shall remain the property of the SPONSOR.

b. The SPONSOR acknowledges and agrees that the CONSULTANT may engage the services of independent contractors to perform the work necessary to complete the SERVICES. The SPONSOR agrees that such independent contractors are not agents or employees of the CONSULTANT. The CONSULTANT shall not direct, supervise, or control the work of contractors or their subcontractors. The SERVICES do not include a review or evaluation of a contractor's (subcontractor's) safety measures. The CONSULTANT shall be responsible only for its employees on any project site. The CONSULTANT shall not be responsible for the operations of others or safety at the project site.

c. The SPONSOR shall provide right of entry for the CONSULTANT, CONSULTANT personnel, CONSULTANT subconsultants, and all equipment and vehicles necessary to perform the SERVICES. The CONSULTANT shall take reasonable measures to minimize damage to property; however, the SPONSOR understands that some damage may occur, and the cost of repair of such damage shall solely be the responsibility and obligation of the SPONSOR. The SPONSOR is responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. The CONSULTANT shall take reasonable effort to avoid damage to these items. If these items cannot be located, the CONSULTANT, upon the SPONSOR's written authorization, and at the SPONSOR's cost, shall engage feasible locating methods and employ persons to confirm locations. The SPONSOR agrees to hold the CONSULTANT harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by the SPONSOR or which the CONSULTANT could not locate using a reasonable standard of care.

15. Limitation Of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT, total liability of the CONSULTANT and the CONSULTANT's directors, officers, principals, managers, employees, agents, representatives, consultants and subconsultants, or any of them, to the SPONSOR and anyone claiming, by, through, or under the SPONSOR for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the SERVICES or this AGREEMENT from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of the CONSULTANT or the CONSULTANT's directors, officers, principals, managers, employees, agents, representatives, consultants and subconsultants, or any of them, shall not exceed the total compensation received by the CONSULTANT under this AGREEMENT. To the fullest extent permitted by law, and notwithstanding any other provision of this AGREEMENT, in no event shall the CONSULTANT or the CONSULTANT's directors, officers, principals, managers, employees, agents, representatives, consultants and subconsultants, or any of them, be liable for any claim or demand in or for any amounts representing loss of profit, loss of

business, delay damages or special, indirect, incidental, consequential, exemplary or punitive damages. The provisions of this paragraph shall apply regardless of the form of the cause of action whether in contract, tort (including, without limitation, negligence), statute or otherwise.

16. Insurance. The CONSULTANT agrees to purchase workers' compensation insurance and comprehensive general liability insurance. The CONSULTANT agrees to purchase additional insurance, if requested by the SPONSOR (presuming such insurance is reasonably available from carriers acceptable to the CONSULTANT), provided the costs for additional insurance are reimbursed by the SPONSOR.
17. Indemnification.
 - a. The SPONSOR hereby agrees to indemnify and hold harmless the CONSULTANT and its directors, officers, principals, managers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, brought by any third party against the CONSULTANT which arise directly or indirectly out of this AGREEMENT or the performance of the SERVICES hereunder, except arising solely from the gross negligence or willful misconduct of the CONSULTANT.
 - b. The CONSULTANT and the SPONSOR each agree to indemnify and hold the other harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts or omissions to act.
18. Confidentiality. The CONSULTANT agrees to maintain as confidential and not disclose to others without the SPONSOR's prior consent all information obtained from the SPONSOR that was not otherwise previously known to the CONSULTANT or in the public domain and is expressly designated by the SPONSOR in writing to be "CONFIDENTIAL." Notwithstanding the foregoing, this paragraph shall not apply to information that (1) is published or comes into the public domain through no fault of the CONSULTANT, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law or order of a court, administrative agency, or other authority with proper jurisdiction.
19. Governing Law. This AGREEMENT is to be governed by and construed in accordance with the laws of the State of Iowa.
20. Severability. If any provision of this AGREEMENT is determined to be invalid, the offending provision shall be deemed severed from this AGREEMENT and the determination shall not affect the validity of any other clause or provision of this AGREEMENT.

21. Independent Contractor. The CONSULTANT at all times during the term of this AGREEMENT shall be considered an independent contractor. The CONSULTANT shall not, for any purpose, be deemed an agent, employee, partner or legal representative of the SPONSOR.
22. Binding Effect. This AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, representatives, agents and permanent assigns.
23. Force Majeure. The CONSULTANT shall not be liable to the SPONSOR for the CONSULTANT'S failure to fulfill its obligations under this AGREEMENT due to causes beyond the CONSULTANT'S reasonable control and without its negligence including, but not limited to, governmental laws and regulations, acts of God or the public, war or other violence, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, accidents, storms, strikes, lockouts, work stoppages, labor disputes, or unavailability of labor, raw materials, power or supplies. The SPONSOR shall pay any additional costs incurred by the CONSULTANT in connection with the SERVICES that are related to any labor disputes between the SPONSOR and any unions representing the employees of the SPONSOR.
24. Entire Agreement; Modifications. This AGREEMENT contains all the terms and conditions between the parties with regard to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, understandings and other agreements, oral or otherwise, that may have been entered into by the parties with regard to the subject matter hereof. Any modifications of this AGREEMENT shall be in writing and duly executed by the parties.
25. No Implied Waiver. Any delay or failure of either party at any time to require performance by the other party of any provision of this AGREEMENT shall not in any way affect the right of such party to require performance. No waiver by either party of any breach of any provision of this AGREEMENT shall be enforceable against such party, unless such waiver is in writing, and no waiver shall be construed to be a waiver of any subsequent breach or of any other right or remedy under this AGREEMENT.
26. Dispute Resolution. The SPONSOR and the CONSULTANT agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this AGREEMENT to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this AGREEMENT.
27. Incorporation Of Exhibits. All Exhibits attached hereto are incorporated herein by reference and made a part hereof for all purposes as if fully set forth herein.

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

FOR THE CONSULTANT
CTLGROUP

BY: Timothy D. Jones
NAME: TIMOTHY D. JONES
ITS: PRESIDENT/CEO

ATTEST: Premda Capatti

FOR THE SPONSOR
CITY OF MUSCATINE

BY: _____
NAME: _____
ITS: _____

ATTEST: _____

Attached and Incorporated by Reference:

Exhibit A – The Services

Exhibit B – The Schedule

Exhibit C - Sponsor Certification for Selection of Consultants

Exhibit D - Required Federal Contract Clauses

Exhibit E - Work Tasks/Cost Summary

EXHIBIT A
THE SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES
CONCRETE PAVEMENT INVESTIGATION - MUSCATINE MUNICIPAL AIRPORT
Muscatine, Iowa

Task 1: Document Review

CTLGroup will work with the owner's representative to identify, obtain and review any available documents and drawings that are relevant to this project. Of particular interest will be information regarding concrete materials, pavement design, construction methods, and reports of any periodic inspections and past maintenance problems. This information will be used to help us understand the problem and plan for the site visit.

Task 2: Coordination for Closures and Field Work

It is understood that a closure of runway 6/24 and associated taxiways for up to two days will be acceptable. In coordination with airfield operations, CTLGroup will develop a plan for executing this closure according to AC 150/5370-2F "*Operational Safety on Airports During Construction*" for safety requirements during the on-site operation. Final approval for this plan will be secured before we initiate on-site operations. CTLGroup will provide traffic control during the closure.

Sampling will require full-depth cores be taken from selected areas. CTLGroup will consult with airfield operations to determine critical infrastructure that could be impacted by this procedure. Items of concern include any utilities that run under the pavement and any steel reinforcement, tie rods, and dowels that are part of the pavement structure. We will use a Ground Penetrating Radar unit to help us precisely identify in a non-destructive way the locations of relevant features embedded in the pavement.

Task 3: Field Evaluation

We understand that there are two general features of interest. It is reported that joint blowups have occurred in two general locations in Runway 6/24 and in one general location in the parallel taxiway (T06). Also of concern with respect to concrete durability is the significant cracking reported near joints in 66 panels.

CTLGroup will coordinate with airfield operations staff to schedule a visual field evaluation of Runway 06/24 and associated taxiways with a particular focus on the two above-described problem areas.

CTLGroup will conduct observations in areas that have experienced joint failures and document any signs of distress. We will determine whether all damaged areas are likely of similar causation or whether there is considerable individual variation among sites. One or more areas will then be selected for a more

detailed visual assessment, using distress callouts from the Pavement Condition Index (PCI) procedure (as per ASTM D5340¹) and the IPRF developed Materials Related Distress Rating (MRDR) system².

The detailed inspections will include areas adjacent to the damaged joints and areas away from the joints. The inspection of areas away from the damage will be focusing particularly on items such as functionality of control joints, displacement of joint sealant, evidence of compression at joints with other pavement structures, popouts, cracking patterns, and joint alignments and offsets. These can be indicative of apparently minor dispersed effects that sometimes accumulate to cause major problems at another location.

It is emphasized that a full PCI and MRDR evaluation will not be performed, but the observed distress will be recorded at selected areas in accordance with these procedures to establish a uniform basis for distress identification and to determine the relative levels of distress over the selected sample units.

We will also visually inspect selected panels out of the 66 reported to have significant cracking near joints. As in the joint inspections, we will focus on areas of distress and possible cause(s).

Task 4: Sampling

After the visual inspection is complete, a sampling plan for extraction of concrete cores will be developed using the general guidance of ASTM C823³. A minimum of 14 and a maximum of 16 cores will be taken for testing.

The following sampling will be conducted as a minimum.

1. 2 cores in the area of a blowup for determination of density and compressive strength. We also recommend determining coefficient of thermal expansion, which can be executed on the same samples;
2. 4 cores adjacent to blowups for petrographic examination to determine whether the concrete contains deficiencies not present in other non-damaged areas of the concrete. We will sample an additional 2 cores well away from the joint at an area of non-damaged concrete for control purposes;
3. 2 cores in the area of cracking near joints for petrographic examination to determine the cause(s) of cracking;
4. 4 cores away from the zone of cracking for petrographic examination to determine extent of cracks in a panel.

Cores will be obtained according to ASTM C42⁴. The cores will be at least 3.7 inches in diameter and extend full-depth through the concrete thickness. Cores will be labeled, documented, and immediately sealed in bags for shipment back to our facilities in Skokie, IL for analysis and testing.

¹ ASTM D5340 "Standard Test Method for Airport Pavement Condition Index Surveys"

² <http://www.iprf.org/products/IPRF%20Proj%2006-6%20Field%20Guide%20Nov%2019-09.pdf>

³ ASTM C823 "Standard Practice for Examination and Sampling of Hardened Concrete in Constructions"

⁴ ASTM C42 "Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of

It is our current concept that the coring operation will occur on the day following the visual inspection. A time period of no more than 8 hours is required for this operation. CTLGroup will use a local concrete coring contractor to extract the cores and patch the resulting holes with a non-shrink high-early-strength repair material that will allow traffic the next day.

Task 5: Laboratory Testing

Laboratory testing is summarized in Table 1.

Table 1. Tests planned for full depth cores.

Determination	Test Method	Number of samples	Notes
Petrography Air content	ASTM C856 ⁵ ASTM C457 ⁶	10 + 2* 4**	*recommended as controls **C856 test specimens can be used for C457
Density Compressive strength Coefficient of thermal expansion	ASTM C642 ⁷ ASTM C42/C39 ⁸ AASHTO T336 ⁹	2	C642, C39, and T366 can use a common test specimen

C856 results will describe general properties of the concrete and concrete-making materials, which will reveal any basic defects in concrete composition and production. It will also identify any concrete deterioration phenomena and the components of the concrete that causes them. The results also report whether the concrete is air entrained or not, but does not give quantitative information on the air content.

C457 covers determination of the amount and structure of the air void system of the concrete in quantitative terms. These are required to make a judgment as to the durability of the concrete to cycles of freezing and thawing when saturated with water.

C642 covers determination of density. Density is sensitive indicator of batching errors.

C42/C39 covers determination of compressive strength, which is a general indicator of concrete quality.

T366 covers coefficient of thermal expansion. The FHWA has identified this as a critical property influencing the development of damage due to seasonal and daily temperature variation.

Task 6: Analysis

CTLGroup will analyze the reviewed documentation, results of the visual assessment, and the results of the laboratory investigation to determine the general condition of the concrete associated with the damaged joints and to identify any probable cause(s) of the distress.

Concrete"

⁵ ASTM C856 "Standard Practice for Petrographic Examination of Hardened Concrete"

⁶ ASTM C457 "Standard Test Method for Microscopical Determination of Parameters of the Air Void System of Hardened Concrete"

⁷ ASTM C642 "Standard Test Method for Density, Absorption, and Voids in Hardened Concrete"

⁸ ASTM C39 "Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens"

⁹AASHTO T336 "Standard Method of Test for Coefficient of Thermal Expansion of Hydraulic Cement Concrete"

It is possible that the analysis will result in a conclusion that may require further testing to fully develop the repair/rehabilitation/reconstruction options described in Task 7. For example, if alkali-silica reactivity is identified as the principal cause of distress, residual expansion testing might be considered to determine how much future expansion can be expected. CTLGroup will make a recommendation to the client at the conclusion of this task regarding future testing needs, if required.

Task 7: Repair/Rehabilitation/Reconstruction Options

Based on the analysis conducted in Task 6, CTLGroup will develop recommendations for the repair, rehabilitation, and/or reconstruction of the runway. In addition, general recommendations for concrete materials and mixture designs, as well as pavement design will be made to ensure similar distress does not occur in the future.

Task 8: Final Report

CTLGroup will prepare and present to the client a final report detailing the following:

- A summary of significant finding from the document review.
- Results of the field evaluation
- Results of the petrographic examination and air content analysis
- Results of the density, compressive strength, and coefficient of thermal expansion testing
- Analysis of the various results and the determination of cause (to the degree possible)
- Repair/rehabilitation/reconstruction options including the selection of a preferred alternative
- Recommendation regarding future concrete materials and mixture properties, as well as design and construction details to avoid similar occurrence of distress in the future

Limitations and Services Not Included

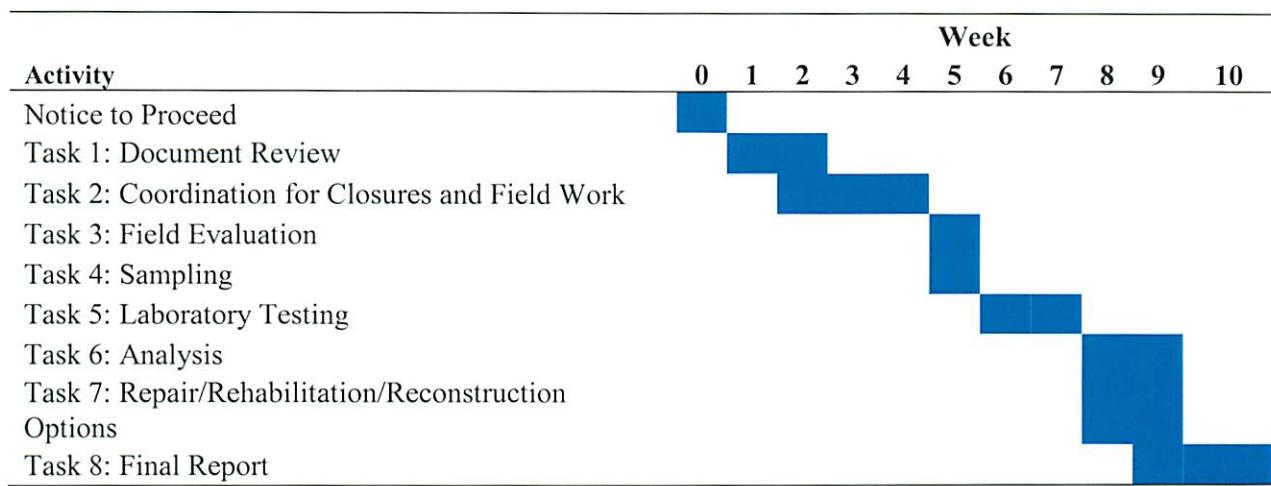
CTLGroup assumes that legible copies (digital scans preferred) of the original drawings will be provided within a week of receiving a signed agreement. The following services are specifically not included in this scope:

- Geotechnical investigation or testing
- A full PCI and/or MRDR evaluation of the pavements
- Development of formal repair, upgrade, or rehabilitation documents (drawings or specifications)
- Development of cost estimates
- Bidding-phase or Construction-phase related services
- Attending any meetings in Muscatine, IA

EXHIBIT B
THE SCHEDULE

AGREEMENT FOR PROFESSIONAL SERVICES
CONCRETE PAVEMENT INVESTIGATION - MUSCATINE MUNICIPAL AIRPORT

Muscatine, Iowa



It is estimated that the project can be completed in a total of ten weeks after receiving Notice to Proceed. We assumed that we will receive document for review during week 1, 3 business days for client or client representative to review our closure/field plan, and no restrictions for the selection of dates for our field work.

EXHIBIT C
SPONSOR CERTIFICATION FOR SELECTION OF CONSULTANTS

AGREEMENT FOR PROFESSIONAL SERVICES
CONCRETE PAVEMENT INVESTIGATION - MUSCATINE MUNICIPAL AIRPORT
Muscatine, Iowa

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

SELECTION OF CONSULTANTS

City of Muscatine

Muscatine Municipal

(Sponsor)

(Airport)

(Project Number)

Description of Work:

[TO BE INCLUDED PRIOR TO EXECUTION]

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"/>

	Yes	No	N/A
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 establish 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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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)



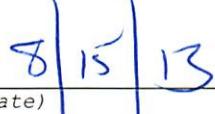
(Signature of Sponsor's Designated Official Representative)

Steven W. Boka

(Typed Name of Sponsor's Designated Official Representative)

Director of Community Development

(Typed Title of Sponsor's Designated Official Representative)



(Date)

EXHIBIT D
REQUIRED FEDERAL CONTRACT CLAUSES

AGREEMENT FOR PROFESSIONAL SERVICES
CONCRETE PAVEMENT INVESTIGATION - MUSCATINE MUNICIPAL AIRPORT
Muscatine, Iowa

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 *[specify number]* days from the receipt of each payment the Consultant receives from *[Name of recipient]*. The Consultant agrees further to return retainage payments to each subcontractor within *[specify the same number as above]* 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 *[Name of Recipient]*. 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.

EXHIBIT E
WORK TASKS/COST SUMMARY

AGREEMENT FOR PROFESSIONAL SERVICES
CONCRETE PAVEMENT INVESTIGATION - MUSCATINE MUNICIPAL AIRPORT
Muscatine, Iowa

Task	Description	Task Total
Task 1	Document review	\$2,055
Task 2	Coordination	\$3,437
Task 3	Field evaluation (Includes travel time)	\$15,942
Task 4	Sampling	\$1,470
Task 5	Lab testing	\$2,562
Task 6	Analysis	\$5,547
Task 7	Development recommendations	\$3,686
Task 8	Report	\$6,843
Equipment/Reimbursables/Testing		\$29,772
<i>Total</i>		\$71,313