



City Hall, 215 Sycamore St.  
Muscatine, IA 52761-3840  
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## COMMUNITY DEVELOPMENT

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

## MEMORANDUM

**To:** Mayor and City Council Members

**Cc:** Gregg Mandsager, City Administrator

**From:** Steven Boka, Director of Community Development

**Date:** December 10, 2010

**Re:** Agreement for Engineering Services – Lighting Upgrade for Airport

**INTRODUCTION:** The City of Muscatine continues to utilize Anderson-Bogert Engineers & Surveyors, Inc, for design and consulting services for projects at the Muscatine Municipal Airport. The next improvement scheduled for the airport involves a re-design and upgrade of the existing lighting system for the primary runway and parallel taxiway serving runway 6/24.

**BACKGROUND:** The City Council Airport Advisory Commission and the City Council have agreed to alter the 5-year CIP for the airport that will allow this project to move forward. The project will permit an evaluation of the existing lighting system, engineering estimate of probable costs, development of a safety & staging plan, lighting specifications and details, electrical vault modifications, detailed specifications and contract documents, coordination with the FAA, and construction oversight. This effort will cause over 4 miles of existing electrical conductors for runway/taxiway lighting to be replaced in protected conduit. More detail regarding the scope of engineering services expected under this Agreement may be referred to Exhibit A attached hereto.

**RECOMMENDATION/RATIONALE:** The attached professional services agreement has been reviewed by staff and the FAA and found to be acceptable. Once the Agreement has been executed between the Consultant and the City, it will be forwarded to the FAA together with a letter stating that the City has found the Agreement to be fair and reasonable. Once that information is received, the FAA will respond with a letter of determination that the project is eligible for federal participation. As you are aware, there is a 95% federal and 5% local cost sharing for this project

It is recommended that the City Council approve the Agreement for Engineering Services – Rehabilitate Runway Lighting – with Anderson Bogert Engineers and Surveyors as attached hereto.

### BACKUP INFORMATION:

1. Agreement for Professional Services

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

**AGREEMENT FOR ENGINEERING SERVICES  
REHABILITATE RUNWAY LIGHTING  
MUSCATINE MUNICIPAL AIRPORT  
Muscatine, Iowa**

ARTICLE I: This AGREEMENT, entered into as of this 16<sup>th</sup> day of December, 2010, 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 rehabilitation of the edge lighting  
system along Runway 6/24, its parallel taxiway,  
and its connecting taxiways.

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.

The CONSULTANT shall use Brown Engineering Company of Des Moines, Iowa for assistance with this contract.

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.

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

Date	Task/Activity Complete
1/14/11	research/data gathering
1/28/11	preliminary plans
3/01/11	95% plans & specifications
3/17/11	council pass resolution to set a public hearing date for April 7, 2010 for considering the plans and specifications and for establishing a bid date
4/01/11	final plans complete
4/07/11	Public hearing on plans and specs/council establish bid date
4/08/11	Notice to bidders published
4/26/11	Open bids
5/15/11	Council approve low bidder (conditional to FAA concurrence)/execute grant offer
5/19/11	Council approve contract and bonds from contractor (conditional to FAA concurrence)

#### ARTICLE V: DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

Disadvantaged Business Enterprise (DBE) Assurance. It is the policy of the Federal Aviation Administration (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 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. 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 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 .....\$5,303.43
  - b. Final .....\$16,110.70
2. Construction Phase – Bidding Assistance ..... \$2,497.48
3. Special Services..... \$817.35
- SUBTOTAL .....\$24,728.96

And the SPONSOR agrees to compensate the CONSULTANT for performing Construction Services on a **COST-PLUS-FIXED FEE NOT TO EXCEED BASIS** as described below:

Construction Services.....\$14,740.21

**TOTAL PROJECT COMPENSATION.....\$39,469.17**

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

FOR THE SPONSOR  
CITY OF MUSCATINE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

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**  
**REHABILITATE RUNWAY LIGHTING**  
**MUSCATINE MUNICIPAL AIRPORT**

**A. DESIGN PHASE**

**Preliminary**

1. Conferences with the SPONSOR and FAA, 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 design parameters, plan quantities, cost estimates, and project budget.
4. Prepare preliminary plans for review and approval by the SPONSOR.

**Final**

1. Prepare construction plans for lighting rehabilitation for bidding as listed below.
  - Title sheet
  - Project location plan and tabulation of quantities
  - Safety and staging plan
  - Site Plan
  - Lighting details
  - Overall site electrical plan, electrical vault plan, and details
2. Prepare Project Manual for the project including Contract Documents and Specifications.
3. Calculate plan quantities; prepare engineer's opinion of probable construction cost and compare to project budget.
4. Submit 95% plans and specifications for review and approval by the SPONSOR and by the FAA.
5. Detailed conferences with the SPONSOR and FAA 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, SPONSOR, and other interested State and Federal agencies.
2. Assist in publicizing the proposed construction to secure competitive bids, in receiving bids, and in awarding the construction contract.
3. After bids for the proposed construction are received, assist the City in review of same and when so directed, coordinate submittal of the 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 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. Construction review shall include professional observations of the project when construction is in progress, to help assure substantial compliance with the plans, specifications, and contract documents. Services shall include checking lines and grades and ensuring that all required field and laboratory inspections and tests are accomplished.
6. Prepare and file periodic progress reports as required by the SPONSOR 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 the FAA and SPONSOR.
8. Accompany SPONSOR and Contractor on Final Inspection.

C. SPECIAL SERVICES

Additional Services To Be Provided By The CONSULTANT Shall Include:

1. Assist the SPONSOR with the preparation and administration of a DBE Program.
2. Update the existing Muscatine Municipal Airport ALP to show improvements completed on this project and any adjustments due to this project.
3. Assist in filing of FAA Grant Application
4. Provide information and prepare "Record Drawings" based upon our best recorded knowledge of the completed construction for the Airport and FAA files.
5. Prepare required FAA report for closeout of project.

D. ADDITIONAL ENGINEERING SERVICES

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

**Exhibit B - Page 1**  
**Cost Summary**  
Agreement for Engineering Services  
Rehabilitate Runway Lighting  
Muscatine Municipal Airport

<b>1</b>	<b>Direct Salary Costs</b>			
	<u>Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
	Principal	10	\$72.35	\$723.50
	Design Engineer	110	\$38.94	\$4,283.40
	Staff Engineer	40	\$20.19	\$807.60
	CAD technician	60	\$27.30	\$1,638.00
	Word Processing/Acct	60	\$22.00	\$1,320.00
	Construction Observer	160	\$20.19	\$3,230.40
	<i>Total Direct Salary Costs</i>			<i>\$12,002.90</i>
<b>2</b>	<b>Labor &amp; General Administrative Overhead</b>			
	Percentage of Direct Salary Costs 115%			\$13,803.34
<b>3</b>	<b>Subtotal Items 1 &amp; 2</b>			<b>\$25,806.24</b>
<b>4</b>	<b>Fixed Fee @ 15%</b>			<b>\$3,870.94</b>
<b>5</b>	<b>Direct Non-Salary Expense</b>			
	Transportation			\$1,152.00
	Per Diem Including Meals			\$140.00
	Printing			\$200.00
	Plotting			\$150.00
	Materials & Supplies			\$150.00
	<i>Total Direct Non-Salary Costs</i>			<b>\$1,792.00</b>
<b>6</b>	<b>Subconsultant Expenses</b>			<b>\$8,000.00</b>
<b>7</b>	<b>Grand Total (3+4+5+6)</b>			<b>\$39,469.17</b>

**Exhibit B - Page 2**  
**Work Plan**  
**Agreement for Engineering Services**  
**Rehabilitate Runway Lighting**  
**Muscatine Municipal Airport**

Task	Principal	Design	Staff	CAD	Clerical	Const.
	Hours	Engineer	Engineer	Technician	Hours	Observer
<b>Design Phase</b>						
Preliminary	2	20	10	20	10	
Final	2	60	30	40	40	
<b>Construction Phase</b>						
Bidding	2	8			10	
Construction Services	2	16				160
<b>Special Services</b>	2	6				
<b>Totals</b>	10	110	40	60	60	160

**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)

3-19-0063-15  
(Project Number)

*Description of Work:*

**Rehabilitate Runway Lighting along Runway 6/24, its parallel taxiway, and its connecting taxiways.**

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 contract 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)*

Steven 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 Engineering Services  
Rehabilitate Runway Lighting  
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.