

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2009
Airport Improvement Projects**

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and City Name, hereafter the "SPONSOR".

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the Airport Name Airport, hereafter the "Airport".

Improvements shall consist of:
Improvement Description, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by project number: **9I-09-0ABC-100**
contract number: **00000**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The Iowa DOT agrees to reimburse the SPONSOR % of the eligible project costs, not to exceed the maximum amount payable of \$9,999, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.

2.03 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.

(<http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf>)

- Competitive bid procedures for all projects greater than \$100,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$57,000 and \$100,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$40,000 and \$100,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or

architectural plans and specifications must be used.

The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

- 2.04 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the project.
- 2.05 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.06 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.07 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.08 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid.
- 2.09 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.10 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.11 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

- 2.12 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.
- 2.13 Funding will be available for reimbursement of the project for three fiscal years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.

3.00 PROJECT CONDITIONS

- 3.10 The SPONSOR Agrees to:
- (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
 - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is \$50,000 or greater and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
 - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
 - (d) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
 - (e) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
 - (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
 - (h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.
 - (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.

4.00 SPECIAL PROVISIONS

- 4.01 None

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to

- assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10
- 5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.
- 5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____

Attested: _____

Title: _____

Title: _____

Signed this _____ day of _____, _____, on behalf of the Iowa Department of Transportation.

By: _____

Michelle F. McEnany
Director
Office of Aviation

Exhibit A

June 2004

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with state funds.

Under this policy it is the responsibility of the recipients of state funds to help finance projects to make a positive effort to solicit bids from and to utilize TSBs as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement.

The Recipient's "positive efforts" should include, but not be limited to:

1. Obtaining the names of qualified TSB contractors from the Iowa Department of Inspections and Appeals (515-281-7357) or from its website: www.iowai.net/iowa/dia/tsb.
2. Notifying qualified TSBs of proposed projects involving state-assisted funding. Notification should be made in sufficient time to allow the TSBs to participate effectively in the bidding process.
3. Soliciting bids from qualified TSBs on each project, and identifying for TSBs the availability of subcontract work.
4. Including in the bid proposals for state-assisted projects, a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)", or a similar document developed by the Recipient.
5. Ensuring that the awarded contractor has and shall follow the contract provisions. The Recipient is encouraged to establish goals or percentages to achieve TSB participation in these projects. Contract goals may vary depending on the type of project, the projects sub-contractible items, the type of service or supplies needed for the project, and the availability of qualified TSBs in the area.

The Recipient shall agree to provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSBs. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals noting established TSB goals, if any.
3. The dollar amount contracted to, subcontracted to, or supplied by qualified TSBs for the project or projects covered by this agreement.
4. The attached "Checklist and Certification" form shall be filled out upon completion of each project and forwarded to the Iowa DOT's EEO Administrator, Office of Contracts, 800 Lincoln Way, Ames, Iowa 50010.

June 2004

CHECKLIST AND CERTIFICATION OF THE UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

CITY: _____ PROJECT NUMBER: _____

COUNTY: _____ AGREEMENT NUMBER: _____

1. Were qualified TSB names obtained from the Iowa Department of Inspections and Appeals?

YES _____ NO _____

If no, explain _____

2. Were qualified TSBs notified of project? YES _____ NO _____

If yes, by letter _____, telephone _____, personal contact _____, other _____

If no, explain _____

3. Were bids solicited from qualified TSBs? YES _____ NO _____

If no, explain _____

4. Was a goal or percentage (%) established for TSB participation? YES _____ NO _____

If yes, what was the goal or percentage (%) _____

If no, explain why not _____

5. Did the prime contractor use positive efforts to utilize TSBs on subcontracts? YES _____ NO _____

If no, what action was taken by County/City _____

Is documentation in files? YES _____ NO _____

6. What was the dollar amount reimbursed to the City/County from the Iowa Department of Transportation? \$ _____

What was the final project cost? \$ _____

What was the dollar amount performed by TSBs? \$ _____

Was the goal or percentage (%) achieved? YES _____ NO _____

If no, explain _____

I certify that the COUNTY/CITY (circle one) used positive efforts to utilize TSBs as participants in this project.

PROJECT ENGINEER/MANAGER

DATE