

SOUTH CENTRAL REGIONAL AIRPORT AGENCY

Meeting of the Board

October 11, 2012 - 5:30 p.m.

Council Chambers, Oskaloosa City Hall

220 S. Market Street

Agenda

1. Call to Order
2. Approval of the August 14, 2012 minutes
3. Call to the public (limited to 3 minutes per person)
4. Consider a resolution approving an engineering services agreement with Snyder & Associates, Inc.
5. Discussion and possible action directing Snyder & Associates Inc. to finalize the criteria and methodology for arriving at candidate sites for the South Central Regional Airport.
6. Future agenda items
7. Staff reports (if needed)
8. Discussion of next meeting date/time
9. Adjourn



MINUTES
SOUTH CENTRAL REGIONAL AIRPORT AGENCY
SPECIAL MEETING
TUESDAY, AUGUST 14, 2012 – 5:30 P.M.

Committee Members Present: David Barnes, Pamela Blomgren, James Hansen, Donna Smith, Steve Van Weelden and Joe Warrick. Also present: Mike Nardini, Pella City Administrator; Michael Schrock Jr., Oskaloosa City Manager; Jerry Nusbaum, Mahaska County Engineer, Jenny Hesselstine, Pella Administrative Services Director and two members of the public who signed the sign-in sheet

The meeting was called to order by Chairman Hansen at 5:34pm in the Pella City Council Chamber. It was moved by Blomgren and seconded by Warrick to approve the minutes from the June 7, 2012 meeting as presented. The motion carried unanimously.

Nardini gave an overview of the Request for Qualifications (RFQ) originally sent to solicit the proposals received by the firms interviewed later in the meeting. He highlighted the seven steps of the project:

1. Airport Site Selection
2. Environmental Documentation and Mitigation
3. Airport Layout Plan and Narrative/Master Plan
4. Land Acquisition
5. Preliminary and final design associated with the construction of runways, taxiways, aprons, landing and navigational aids.
6. Preliminary and final design associated with the construction of aircraft storage facilities, fuel facilities, utilities, vehicle access and parking facilities, terminal building and other landside infrastructure improvements.
7. Obstruction mitigation

Nardini noted that the RFQ was approved by the Federal Aviation Administration (FAA) and released in mid-June for publication. Subsequently, it was widely advertised in the following ways: postings on both websites for the City of Oskaloosa and the City of Pella, advertisements in newspaper publications in Knoxville, Oskaloosa, and Pella, advertisements in a national trade magazine, and direct link sent to all consultants in the Iowa Department of Transportation (IDOT) database. Nearly one dozen firms contacted Nardini with inquiries of the project. The deadline for consideration was July 6, 2012. Proposals were received from five teams of consultants, all prequalified by the IDOT.

In accordance with the consultant evaluation criteria, the executive committee comprised of Hansen, Barnes, Warrick and staff members Mike Nardini, Jerry Nusbaum, and Mike Schrock scored all five proposals to reduce the group of five down to two. Based on experience, the two chosen to interview were Foth and Snyder & Associates.

Hansen asked for the FAA scoring requirements to be explained. Nardini answered that the scoring sheet is a tool strongly recommended by the FAA for selection purposes and that it is an item on the

agenda for approval by the board. Blomgren moved to approve the scoring sheet as presented. The motion was seconded by Van Weelden and approved unanimously.

Both Foth and Snyder & Associates made presentations of their firm's qualifications to the board and both were interviewed individually.

After the interviews, discussion took place regarding presentation skills, related experience, personnel assigned to the project, ability to deliver and other related criteria as set forth in the consultant evaluation criteria in the RFQ. Both firms scored essentially equal. However, Snyder & Associates was ultimately selected due to their history with the communities of Oskaloosa and Pella, the experience with relocations of airports in the state of Iowa, and their intimate knowledge of FAA procedures for such projects. Motion was made by Blomgren and seconded by Warrick to proceed with contract negotiations with Snyder & Associates, contingent upon FAA approval.

The board agreed to reserve both September 11 and 25 at 6:00 p.m. for the next meeting in Oskaloosa. The date will be determined based on the FAA's timeline in giving approval of contract negotiations with Snyder & Associates. On the next board agenda will be the approval of the engineering contract as well as the initiation of site selection.

The meeting adjourned at 9:20 p.m.

Minutes by Jenny Hesseltine

ITEM NO:

SUBJECT: Resolution Approving Airport Engineering Services Contract for the South Central Regional Airport Agency with Snyder & Associates, Inc.

DATE: October 11, 2012

BACKGROUND:

This resolution authorizes a professional services agreement with Snyder & Associates, Inc. for the planning studies required by the Federal Aviation Administration (FAA) to construct a regional airport. As background, on August 14, 2012 the South Central Regional Airport Agency selected Snyder & Associates, Inc. after a comprehensive solicitation process that resulted in staff receiving proposals from five engineering firms. It is also important to note, the selection process was in accordance with the FAA's procedures for selecting engineering consultants.

Financial Summary

The amount of the proposed contract with Snyder and Associates, Inc. is for \$511,790.71 and is detailed as follows:

Site Selection	\$	89,439.12
Master Plan		278,345.90
Environmental Assessment		<u>144,005.69</u>
Total	\$	<u>511,790.71</u>

As a part of the consultant selection process, staff received an independent cost estimate of \$550,022.73 from Kirkham Michael to perform the planning studies (enclosed). After reviewing this estimate, staff believes the fees proposed by Snyder & Associates are fair and reasonable.

Staff is also proposing to fund approximately 90% of the cost of the contract with FAA entitlement funds with the remaining 10% being funded equally between the City of Pella and the City of Oskaloosa.

Timeline for the Planning Studies

According to Article VII, Section 1 of the South Central Regional Airport Agency 28E agreement, the Board is authorized to undertake all necessary studies to construct a Category C Airport. These studies include site selection, master plan and environmental assessment; however, at this time staff is recommending proceeding only with the site selection process. The reason for this is the FAA has indicated they will not be able to issue a grant for these studies until next spring. Listed below is the preliminary timeline and a summary description for the planning studies:

Site Selection - Task Order 1: October 2012 to March of 2013

Site selection includes all procedures necessary to evaluate candidate sites and to determine a proposed site for the regional airport.

Master Plan - Task Order 2: March of 2013 to December 2013

The master plan includes both the operational and financial plan for the regional airport. In addition, included in these services is the development of the airport layout plan and the necessary aviation forecasts.

Environmental Assessment – Task Order 3: January 2014 to June 2015

Under these services, the consultant will prepare the Environmental Assessment which is necessary for all federally funded projects.

It is important to note, the timeline above is based on performing the planning studies on an incremental basis, which is in accordance with FAA policies. However, the timeline could be accelerated by four to six months if the consultant was allowed to complete the Master Plan and Environmental Assessment concurrently. The only downside to this approach is the South Central Regional Airport Agency would likely not be reimbursed by the FAA for the Environmental Assessment until the land acquisition process.

Recommendation

Staff is proposing approval of the engineering services agreement with Snyder & Associates. In addition, staff is also proposing to proceed only with the site selection process at this time. Once a site has been identified, staff believes the Board would be in a better position to determine if the master plan and environmental assessment studies should be performed concurrently or incrementally.

ATTACHMENTS: Resolution; Snyder Contract; Independent Cost Estimate

REPORT PREPARED BY: Staff

RECOMMENDED ACTION: Approve Resolution

RESOLUTION NO. ____

RESOLUTION APPROVING AIRPORT ENGINEERING SERVICES CONTRACT FOR
PLANNING STUDIES REQUIRED TO CONSTRUCT A CATEGORY C AIRPORT
WITH SNYDER & ASSOCIATES, INC.

WHEREAS, the South Central Regional Airport Agency is planning to hire an airport engineering firm to perform the necessary planning studies for the Federal Aviation Administration (FAA) to construct a Category C Airport; and

WHEREAS, the solicitation process for engineering consultants was conducted in accordance with the Federal Aviation Administration's procedures; and

WHEREAS, the Executive Committee reviewed the engineering proposals received and recommended Foth and Snyder & Associates, Inc. to interview with the full South Central Regional Airport Agency Board; and

WHEREAS, the South Central Regional Airport Agency Board selected Snyder & Associates, Inc. to perform the necessary studies for the FAA to construct a Category C regional airport; and

WHEREAS, staff has negotiated a contract with Snyder & Associates, Inc. for \$511,790.71 which includes the following studies: Site Selection, Master Plan, and Environmental Assessment; and

WHEREAS, staff is recommending proceeding only with the site selection process at this time for an amount of \$89,439.12, and once an airport site has been identified, the Board will determine how to best proceed with the remaining Task Orders within the master plan and environmental assessments.

NOW, THEREFORE, it is hereby resolved by the Board of the South Central Regional Airport Agency that the proposed contract with Snyder & Associates, Inc. be approved and authorization given to proceed with Task Order #1 for Site Selection. The Board Chairman is hereby authorized to execute the proposed contract on behalf of the South Central Regional Airport Agency.

Passed and approved this 11th day of October, 2012.

Jim Hansen, Board Chairman

ATTEST:

Joe Warrick, Secretary/Treasurer



SNYDER & ASSOCIATES, INC.
Engineers and Planners

STANDARD PROFESSIONAL SERVICES AGREEMENT

NOW ON THIS _____ day of _____, 20____, **SNYDER & ASSOCIATES, INC.** (hereinafter, Professional), 2727 SW Snyder Blvd., Ankeny, IA 50023 and South Central Regional Airport Agency (SCRAA) (hereinafter, Client) do hereby agree as follows:

1. **PROJECT.** Professional agrees to provide the Professional Services (Services) for Client's project known and identified as: Task One: Site Selection; Task Two: Airport Master Plan & eALP; Task Three: Environmental Assessment.
2. **SCOPE and FEES.** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE.** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE.** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.
5. **ESTIMATES OF PROBABLE CONSTRUCTION COST.** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional

judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.

6. **INFORMATION PROVIDED BY OTHERS.** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **TIMELINESS.** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.
8. **SCHEDULE OF SERVICES.** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.
 - 8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.
 - 8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.
 - 8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.
 - 8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
9. **CLIENT'S RESPONSIBILITIES.** Client understands and agrees that it will be responsible for and in a timely manner:
 - 9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.
 - 9.2. Upon written request of Professional, Client shall make a reasonable effort to provide safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement. Client's inability to provide such access after a reasonable attempt to do so shall not be considered a breach of this contract by either party, but may be considered as cause for a reasonable modification in the scope of work, schedule and/or fees.
 - 9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.
 - 9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such

reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.

- 9.5. Review and examine (and shall seek the advice of an attorney, insurance counselor, financial and other advisors or consultants, as Client deems necessary relative to such review and examination) all studies, reports, sketches, drawings, specifications, proposals, alternate solutions, sample or proposed legal documents and other documents submitted by Professional and render to Professional written interim and/or final decisions thereto.
- 9.6. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.
- 9.7. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.
- 9.8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.
10. **INVOICING AND PAYMENTS**. Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.
 - 10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.
 - 10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 18, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

11. **INDEMNIFICATION**.

11.1. To the fullest extent permitted by law, the Professional hereby agrees as follows:

- 11.1.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims

arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

- 11.1.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1.1 above).
- 11.2. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.
- 11.3. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.
12. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
13. **LIMITATION:** In allocating the risks of this Project, Client agrees that: **To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Professional and the Professional's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed, in the aggregate, the total compensation received by the Professional under this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted unless otherwise prohibited by law.**
14. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** The Client acknowledges the Professional's plans, specifications, and other documents, including electronic files, as the work papers of the Professional and the Professional's instruments of professional service. Nevertheless, the final printed hard copy construction documents and the electronic eALP prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Professional. Professional does hereby acknowledge that Client intends to upload the eALP and other electronic documents prepared under this Agreement to the FAA AGIS site and does hereby give consent. Once the eALP and any electronic document is validated by FAA and/or is uploaded to the FAA AGIS site, Professional disclaims, thereafter, any liability or responsibility for the reuse or any modification(s) to said eALP and/or electronic document(s) by anyone other than Professional.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Professional, its officers, directors, employees and subconsultants (collectively, Professional) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the reuse or modification(s) of the construction documents or the eALP by the Client or any person or entity that acquires or obtains the construction documents from or through the Client.

- 14.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.
 - 14.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.
 - 14.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.
15. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project and the permitted uses consented to herein. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional. **CERTIFICATIONS, GUARANTEES AND WARRANTIES.** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.
16. **RIGHT TO RETAIN SUBCONSULTANTS.** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.
17. **SUSPENSION OF SERVICES.** If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.
- 17.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.
 - 17.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums

due from the Client, or curing of such other breach which caused the Professional to suspend services, the Professional will resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

18. **DISPUTE RESOLUTION.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Professional agree that all disputes between them shall be negotiated in good faith for a reasonable period of time. If the parties fail to resolve all of the issues, then those issues not so resolved shall be submitted to formal nonbinding mediation prior to either party exercising their rights under the law. Each party shall be responsible for their own attorney fees, mediation costs and litigation costs. The cost of the mediator shall be shared equally by the parties.
 - 18.1. The Client and the Professional shall endeavor to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to encourage all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation, prior to the exercise of their respective legal rights, as the primary method for dispute resolution among the parties to all those agreements.
 - 18.2. The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and/or performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.
 - 18.3. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.
19. **TERMINATION.** In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Professional for all services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.
 - 19.1. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than seven (7) calendar days' written notice.
 - 19.2. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:
 - 19.2.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
 - 19.2.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
 - 19.2.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
 - 19.2.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
 - 19.3. In the event of any termination that is not the fault of the Professional, the client shall pay the Professional, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Professional in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

20. **KEY PERSONS.** Jerald Searle is designated as the principal planner and manager for preparation of the Airport Master Plan eALP and Environmental Assessment. Robert Neilsen is designated as the principal engineer associated with the design and construction of airport improvements. Should the referenced individuals no longer be available, the SCRAA retains the right to accept or reject replacement personnel.
21. **THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.
22. **ASSIGNMENT.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 16 above).
23. **SEVERABILITY AND SURVIVAL.** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
24. **ENTIRE AGREEMENT AND MODIFICATIONS.** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit <u>A</u>	<u>Scope of Services</u>
Exhibit <u>B</u>	<u>Project Cost-Attachment A,B,C</u>
Exhibit <u>C</u>	<u>Time Schedule</u>
Exhibit <u>D</u>	<u>Reports, Deliverables, Project Coordination</u>
Exhibit <u>E</u>	<u>Required Federal Clauses</u>

contain the entire understanding between the Parties, superseding all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified in any manner except by written amendment, addendum, change order, or supplement executed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the day and year first above written.

South Central Regional Airport Agency (Client) Snyder & Associates, Inc. (Professional)

By: _____ By: _____

(Printed or Typed signature)

(Printed or Typed signature)

Title: _____ Title: _____

Date: _____ Date: _____

Route Executed Copy to: _____

EXHIBIT A

TASK ORDER ONE: SITE SELECTION (Elements 1.0, 2.0, 3.0 and 5.0)

TASK ORDER TWO: AIRPORT MASTER PLAN/eALP (Elements 4.0, 6.0, 7.0, 8.0 and 9.0)

SCOPE OF WORK

ELEMENT 1.0 PRE-PLANNING

1.1 Past Studies

There have been several studies previously completed that recommended consideration be given to the development of a joint airport facility to accommodate aeronautical activity generated within the airport service area associated with the Oskaloosa Municipal Airport and the Pella Municipal Airport.

Findings and recommendations from these studies along with parameters set forth in the 28E Agreement between the City of Oskaloosa, Mahaska County and the City of Pella provide the basis by which to develop the Scope of Work.

1.2 Joint Airport Initiative: Historic Perspective

The City of Pella and the City of Oskaloosa have explored the concept of a new airport and closure of their existing airports since 2001.

The *Pella Replacement Airport Master Plan* follows three (3) previous studies regarding the Pella Municipal Airport. In 1999, the City of Pella commissioned a Feasibility Study to assess future needs of the Pella Municipal Airport. The study, completed in July 2000 by Kirkham Michael Consulting Engineers, concluded:

- The Airport Reference Code (ARC) for the existing Pella Airport, B-II is not sufficient due to significant use by a based “C” category airplane as well as future activity by “C” category aircraft.
- The airport should be developed to ARC C-II standards.
- The cost to develop the existing airport to ARC “C-II” standards would exceed the cost of developing a new site.

The Feasibility Study-2000 also recommended the City of Pella seek to involve participation of other nearby communities. Based in part on this recommendation, the City of Pella, together with the cities of Knoxville and Oskaloosa, sought and received a grant from the Iowa Department of Transportation (IA DOT) Office of Aviation to examine the feasibility of developing a regional facility to replace three (3) public owned airports.

The Study, initiated by HR Green in 2001, culminated with the preparation of an Airport Master Plan in 2005. After the initial site selection, the City of Knoxville declined further participation. The cities of Pella and Oskaloosa proceeded with development of an Airport Master Plan for the preferred site. A draft of the Airport Master Plan referenced as the Red Rock Regional Airport was completed in August 2005.

During the development of the Red Rock Airport Master Plan, part of the proposed site was listed on the National Historic Register. Given the potential classification as a Section 4(f) resource, work was discontinued.

In November 2005, the Oskaloosa City Council discouraged further study.

Following the joint effort, the City of Pella formed an Aviation Review Committee to provide recommendations to the Mayor and Council. The Pella Aviation Review Committee prepared and

submitted a report to the City in 2006. The Pella Aviation Review Committee recommended the City of Pella proceed with development of a replacement airport.

Snyder & Associates, Inc. was retained by the City to assist in preparing the required studies for a replacement airport.

The City of Pella requested assistance from the Federal Aviation Administration to fund, in part, the planning process. The planning process was defined and set forth in a scope of work.

The scope of work provided for the ultimate preparation of four (4) stand alone documents.

- Airport Feasibility Study
- Benefit-Cost Analysis
- Airport Master Plan/Airport Layout Plan
- Environmental Assessment

An Airport Improvement Program (AIP) grant offer (3-19-0112-05-2007) was provided to the City of Pella on May 21, 2007. Following acceptance, the City issued a Notice to Proceed (NTP) on June 19, 2007.

Upon receiving the Notice to Proceed, Snyder & Associates, Inc. began work on the Airport Feasibility Study. The Feasibility Study included the following elements:

- Executive Summary: Chapter One
- Existing Pella Municipal Airport to include the facilities and services: Chapter Two
- Existing site constraints: Chapters Three and Four
- Forecast of aeronautical demand: Chapter Three
- Facility Needs: Chapter Four
- Alternative to accommodate aeronautical demand at the existing airport: Chapter Five (No Build and Build Alternatives)
- Alternatives to accommodate aeronautical demand to include alternative site location: Chapter Six
- Site selection to include candidate sites, site evaluation, selection of a preferred site and a alternative site: Chapter Six
- FAA airspace analysis: Chapter Six-Replacement Airport
- Capital Costs: Chapter Five, Six and Seven

The City of Pella created a task force to assist in the preparation of the Feasibility Study. The task force consisted of nine (9) members representing the City of Pella, Marion County, Airport users, and the public.

The Aviation Task Force recommended Site C as the preferred site for the proposed Pella Replacement Airport. The Pella City Council considered the recommendations from the Aviation Task Force and passed a resolution of March 4, 2008 to continue further evaluation of the preferred site-Site C.

Three (3) alternatives were developed for Site C with Alternate C-3 recommended for further study.

The FAA, in a letter dated 9-10-09, directed Snyder & Associates to re-evaluate the existing airport site. The change in work scope by FAA was based on the rationale that the Red Rock Study-2005 was developed around the concept of a regional airport.

For that reason, FAA concluded that prior studies did not fully evaluate alternatives that may be available at the existing site.

Two limited build alternatives were developed for the existing airport.

- Limited ARC B-II Build Alternative
- Limited ARC C-II Build Alternative

Due to site constraints, it was not reasonable to consider a full ARC C-II Build Alternative that would support a precision instrument approach with minimums down to ½ -mile visibility and a decision height of 200 feet. The existing Pella Municipal Airport site cannot provide for the development of a crosswind runway to the desired length of 3,900 feet.

Representatives from the City of Pella and staff from FAA Central Region met on March 3, 2010 to discuss site constraints associated with the existing site and the limited build alternatives. The meeting also provided the opportunity to review the outcome from previous initiatives to include the replacement airport alternative.

Following the March 3, 2010 meeting, FAA Authorized the City of Pella to continue with work on the Replacement Airport.

The FAA Central Region in their comments dated March 9, 2010 stated that all proceeds from the closure and disposal of the existing site will be allocated to development of landside needs at the replacement airport site.

The City of Pella considered a range of alternatives within the Airport Feasibility Study. These include:

- No Build Alternative-Existing Site
- ARC B-II Build Alternative-Existing Site
- Limited ARC C-II Alternative-Existing Site
- Full ARC C-II Build Alternative-Replacement Sites
- Service from another public owned airport

Based on the desired level of service and probable cost to implement, the Full Build ARC C-II Alternative would represent the most prudent choice.

The FAA approved the Aviation Forecast and accepted the Airport Feasibility Study on May 7, 2010. The City of Pella instructed Snyder & Associates, Inc. to develop an Airport Layout Plan (ALP) based on the concept plan (Alternative Site C-3).

The Airport Layout Plan was submitted to FAA for airspace analysis and review. A determination “Conditional No Objection” was issued on May 4, 2011. Reference may be made to Airspace Case No. 2010-ACE-1392-NRA.

The FAA, in an email dated September 1, 2011, recommended the Airport Layout Plan for the Replacement Airport be submitted for “Conditional Approval.” The FAA furthermore recommended upon a final determination regarding ALP approval that the AIP Grant No. 3-19-0112-05-2007 be closed.

The AIP Grant No. 3-19-0112-05-2007 provided for the development and preparation of three (3) projects.

1. Feasibility Study to include alternatives
2. Airport Layout Plan and Airport Master Plan for the Replacement Airport (Site C-3)
3. Environmental Assessment (EA).

Work associated with the grant was placed on hold in 2010 pending the outcome of a renewed effort by the City of Pella and the City of Oskaloosa to develop a joint airport site. The FAA concluded that if the two (2) cities could develop an agreement to undertake the joint effort, the effort being carried out under AIP Grant No. 3-19-0112-05-2007 would be terminated.

Should an agreement not be reached between the two cities, FAA would issue a new grant for the preparation of the required environmental document for a Pella Replacement Airport.

The City of Pella and the City of Oskaloosa renewed joint airport dialogue. Through a series of meetings in 2011, the City of Pella, City of Oskaloosa and Mahaska County developed a 28E Agreement creating the South Central Regional Airport Agency (SCRAA).

A "Search Area" was set forth in the 28E Agreement. See Exhibit 1.

1.3 South Central Regional Airport Agency

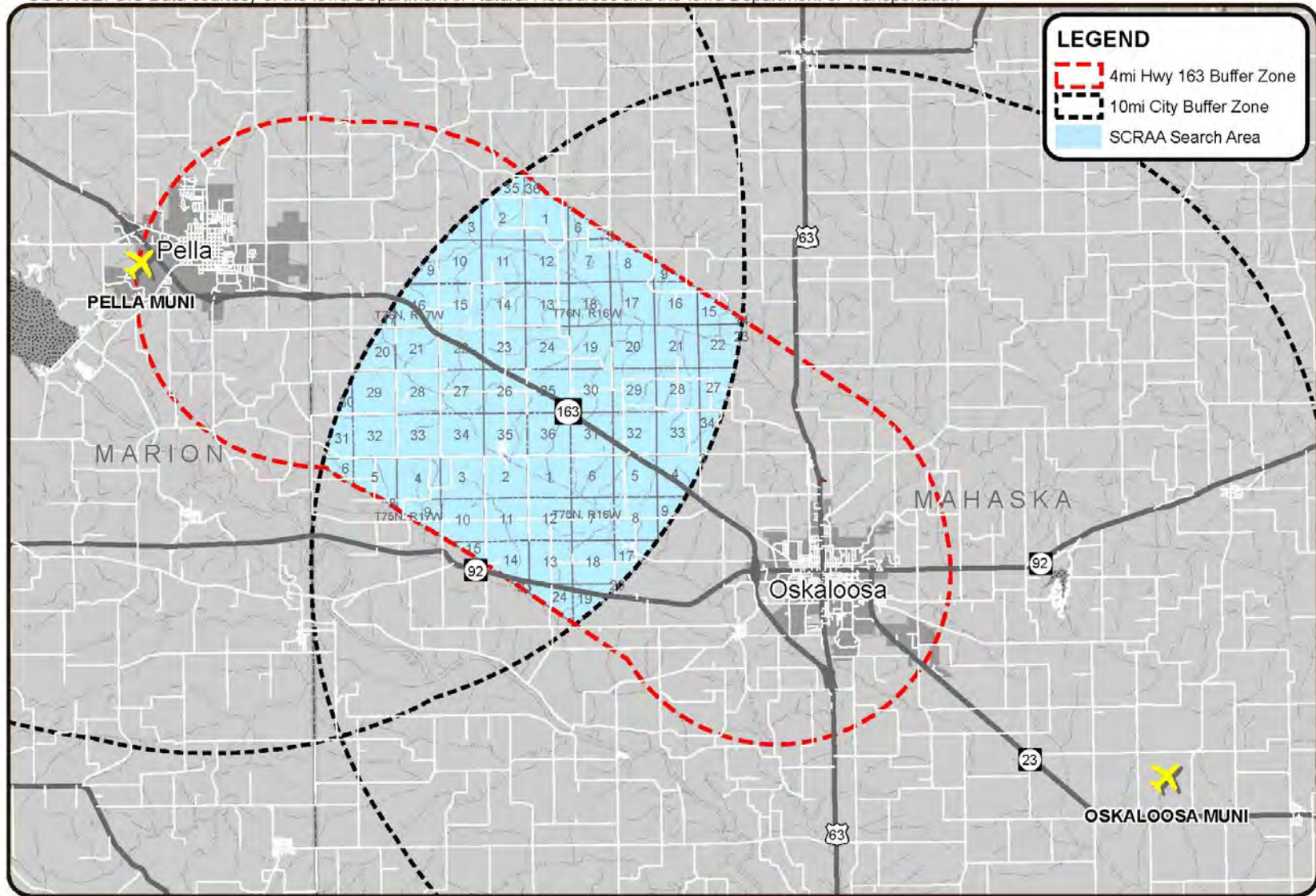
The City of Pella, City of Oskaloosa and Mahaska County, Iowa have entered into an agreement to jointly develop, operate and maintain a public owned airport facility. The South Central Regional Airport Agency (SCRAA) was created pursuant to Iowa Code 28E.

The FAA Office of Regional Counsel (via email dated February 29, 2012), determined that the South Central Regional Airport Agency has the legal authority to act as a sponsor and enter into agreements with the FAA.

The 28E Agreement sets forth the composition and powers of the Board of Directors. The City of Pella is identified as the coordinating agency for the Board. The 28E Agreement also sets forth conditions related to the disposal of existing airport facilities and assets.

The initial development of the replacement airport is described in Article VII of the Agreement. The 28E Agreement also describes the allocation of cost associated with construction, operations and maintenance.

SOURCE: GIS Data courtesy of the Iowa Department of Natural Resources and the Iowa Department of Transportation




SNYDER & ASSOCIATES
Engineers and Planners

**SOUTH CENTRAL REGIONAL AIRPORT AGENCY (SCRAA)
AIRPORT SEARCH AREA
MARION & MAHASKA COUNTIES**

4 2 0 4 8
MILES


EXHIBIT 1

The Scope of Work will follow guidance set forth in FAA AC 150/5070-6B Airport Master Plan.

ELEMENT 2.0 EXISTING CONDITIONS

- 2.1 Airport Role
 - 2.1.1 NPIAS, State Aviation System Plan
- 2.2 Area Airport
 - 2.2.1 NPIAS, State Aviation System Plan
- 2.3 Regional Socioeconomic Setting
 - 2.3.1 Population Change, Forecasts
 - 2.3.2 Employment by Major Industrial Groups
 - 2.3.3 Commuting Patterns
- 2.4 Regional Land Use
 - 2.4.1 Land Use
 - 2.4.2 Zoning (Unincorporated, incorporated)
 - 2.4.3 Transportation Modes
 - 2.4.4 Pipeline, Power Transmission, Rural Water Communication Towers
- 2.5 Regional Environmental Basins
 - 2.5.1 Rivers, Drainage Basins
 - 2.5.2 Wetlands-NWI maps
 - 2.5.3 Sanitary Landfill locations
 - 2.5.4 Coal mines
 - 2.5.5 Prime Farm Land
 - 2.5.6 Public Lands, Recreation Designated Habitats

ELEMENT 3.0 AVIATION FORECASTS

Aviation demand forecasts will be prepared for the present 5, 10 and 20 year time horizon.

Based aircraft and aircraft operational activity will be defined by aircraft approach speed, wing span and gross takeoff/landing weight.

Substantial use (500 or more operations) by an airplane or family of airplanes will be used to determine the extent of facility development and level of service.

- 3.1 Based Aircraft
 - 3.1.1 Historic Based Aircraft, Aircraft Mix by ARC
 - 3.1.2 Forecast Based Aircraft by Aircraft Mix (ARC)
 - 3.1.3 TAF, State Aviation System
- 3.2 Aircraft Operations: GA, Air Taxi, Military
 - 3.2.1 Existing total, local itinerant by Aircraft Mix (ARC)
 - 3.2.2 Forecast Aircraft Operations-Total, local itinerant by Aircraft Mix (ARC)
 - 3.2.3 TAF, State Aviation System
 - 3.2.4 Peak Month, Day, Hour
 - 3.2.5 Forecast AIA, AIO, VFR Operations

- 3.3 Passenger, Air Cargo Enplanement
 - 3.3.1 Passenger total annual
 - 3.3.2 Air Cargo total annual
- 3.4 Critical Aircraft
- 3.5 FAA Approval

ELEMENT 4.0 FACILITY REQUIREMENT

Based upon findings in work Elements One, Two and Three, a determination can be made regarding those facility components that will be needed to satisfy aviation demand over the twenty-year planning period.

- 4.1 Facility Development

Substantial use by a given group of airplanes or design aircraft will determine the extent of facility development to include:

 - 4.1.1 Runway length and width, wheel loading, marking
 - 4.1.2 Separational distances between runway facilities
 - 4.1.3 Itinerant Aircraft Apron Area, aircraft parking, marking
 - 4.1.4 Runway Threshold and Edge Lights, Taxiway Edge Lights, Signage, Electrical Vault
 - 4.1.5 Precision Approach Slope Indicators, Runway End Identifier Lights, Approach Light System
 - 4.1.6 Global Positioning System (GPS); Communication Facilities, ILS (Glide Slope, Localizer DME)
 - 4.1.7 Terminal/Administrative Building, Vehicle Access and Parking, Utility Infrastructure
 - 4.1.8 Aircraft Storage: Tee hangars, conventional hangars
 - 4.1.9 F.B.O. and Air Taxi Facilities, fuel facilities
 - 4.1.10 Special Use Area (Institutional, Military, Law Enforcement, Medical)
 - 4.1.11 Agriculture Aircraft/Chemical Ramp
- 4.2 Infrastructure Development

Consideration will also be given to infrastructure parameters to support operational requirements of the proposed airport.

 - 4.2.1 Vehicle Access, Circulation, and Parking
 - 4.2.2 Water Supply, Distribution, and Fire Protection
 - 4.2.3 Sanitary Sewer Treatment, Storm Water Management
 - 4.2.4 Airport Security: Access Control/Fencing
- 4.3 Airport Imaginary Surfaces

FAR Part 77, *Airport Imaginary Surfaces*, criteria will be discussed within the Airport Layout Plan. FAR Part 77 criteria will be used in the evaluation of alternative development concepts and selection of an airport site.

 - 4.3.1 Approach minima

4.4 Development Concept

Element Four sets forth design parameters that will satisfy aviation demand. Such design parameters serve as the standards for evaluating and identifying the optimum development scenario.

4.4.1 Weather data (most recent 10 year period)

- Speed and direction
- Ceiling and forward visibility (IFR, VFR)

The percent wind coverage provided by the primary runway would determine the extent of facility development justified on the crosswind runway.

ELEMENT 5.0 SITE SELECTION

Sites that can reasonably be developed within the Search Area will be identified. The candidate sites must be able to accommodate the facility requirements discussed in Element Four.

5.1 Site Evaluation Matrix

Develop a site matrix to screen and evaluate each candidate site. The site matrix will be based on a value weighting assigned to 31 criteria. These 31 criteria were placed into two (2) broad categories:

- Facility Components Accessibility
- Environmental Acquisition Concerns

Scoring Categories	Weighting*	CANDIDATE AIRPORT SITES					
		Site A		Site B		Site C	
		Rating	Score	Rating	Score	Rating	Score
Facility Components & Accessibility	65%						
1 - Primary Runway	10						
2 - Crosswind Runway	6						
3 - Terminal Area Expansion	2						
4 - Approach Minima	10						
5 - Airport Geometry/Wind Coverage	6						
6 - Topography	10						
7 - Soils	4						
9 - Obstructions/Air Space-FAA	20						
11 - Power Transmission Lines/Towers	5						
12 - Pipelines	2						
13 - Sanitary Sewer	1						
14 - Water	1						
15 - Electrical	1						
16 - Natural Gas	1						
17 - Road Access	3						
18 - Accessibility From Centroid	10						
19 - Accessibility From U.S./State Hwy, # miles	3						
20 - Hard Surfaced Road	5						
Subtotal	100						
Weighted Score							
Environmental/Acquisition Concerns	35%						
8 - Drainage	3						
21 - Wetland/Floodplain	7						
22 - Flora, Fauna	7						
23 - Historic/Archaeological	7						
24 - Parks and Recreation, Sec. 4(f)	7						
26 - Road Disconnect/Relocation	10						
10 - Distance From Solid Waste Landfill	2						
27 - # Property Impacts	10						
28 - Residential, Hospital, School	10						
29 - Adjacent Land Use	10						
30 - Zoning	10						
31 - # Century Farms	10						
25 - Prime Agricultural Land	7						
Subtotal	100						
Weighted Score							
TOTALS							
Weighted Score totals							

5.2 Candidate Airport Site

A preferred site (1) and two (2) alternative sites will be carried forward for a more in-depth evaluation.

- FAA airspace analysis

5.3 Preferred Site

A decision point will have been reached upon identifying the preferred site.

Authorization to proceed with the aerial photography and survey will be requested so as to provide a base map upon which to prepare the Airport Layout Plan (ALP). A public meeting to obtain comments may be offered during Element 5 and prior to selecting a preferred site.

ELEMENT 6.0 AIRPORT LAYOUT PLAN (EALP)

6.1 AGIS

6.1.1 The airport's GIS was implemented into the AIP and PFC programs through the publication of AC 150/5300-16A, 150/5300-17C and AC 150/5300-18B. These AC's provide guidance and specifications for aeronautical surveys and collection of field data. The airports GIS website is the primary portal for data submission and retrieval.

6.1.2 The "eALP" module is designed to pull airport data directly from airport's GIS data storage and create a complete Airport Layout Plan including the data tables.

6.2 Obstruction Surveys and Airport Airspace Analysis

6.2.1 All obstruction surveys required to support approach procedure development or in support of an Airport Layout Plan (ALP) (i.e. safety-critical data) must incorporate the referenced AC's. If the most recent imagery is more than 5 years old, the project scope must include collecting imagery in accordance with the AC 150/5300-17 allow NGS independent data verification and the best minima.

Projects to construct a new runway, extend an existing runway or move an existing threshold and anticipates an instrument approach should have an obstruction survey completed during the project design phase as procedure development may take 18 months, or longer, after the data is accepted by NGS.

6.3 SOW eALP

6.3.1 The Statement of Work (SOW) for Airport GIS (AGIS) will be reviewed and approved.

Phase 1: Obstruction Survey, Photogrammetry, and Planimetrics

Phase 2: Convert to GIS, Feature Attributes, Collect Cadastral and Other Non-Planimetric Data

Phase 3: Proposed Features, Design Surfaces, and eALP submittal using FAA Tools.

6.4 Obstruction Survey, Photogrammetry and Planimetrics

Geodetic Control

Imagery

Collect, Validate and Document Runway Information and Profiles (not applicable)

- Collect runway centerline profiles (10-foot stations)
- Collect runway centerline offset profiles (10-foot offset on either side of the runway centerline at 10-foot stations)
- Validate runway threshold locations
- Validate displaced threshold locations
- Validate runway lengths and widths
- Validate runway touchdown zone elevations
- Validate distances between taxiway intersections and thresholds
- Validate runway true azimuth
- Validate NAVAID locations
- Validate Airport Reference Point

6.5 Obstruction Survey and Airport Airspace Analysis

Conduct in accordance with

- AC 150/5300-16A
- AC 150/5300-17C
- AC 150/5300-18B
- Develop AAA surfaces as specified in Section 2.7 of 188
- Vertically Guided Runway Primary Surface (VGRPS), Primary Connection Surface (VGPCS), Approach Surface (VGAS), Protection Surface (VFPS), Approach Transitional Surface (VGATS), Horizontal Surface (VGHS), and Conical Surface (VGCS)
- Perform analysis and identify obstacles

6.6 Topographic Survey

- Developed from low level flight mission
- What ground contour intervals are needed? (2 ft-10ft intervals; -18B)
- Generate topographic contours
- Easier to do in "leaf off" conditions
- Develop Digital Terrain Model
- Extents of ground contours?
- Existing airport property
- Proposed airport property acquisition
- Approach areas
- Focused surveys to support upcoming design/construction projects?

6.7 Collect Planimetric Data

- Primary source of data is the photogrammetry
 - Imagery will be used to extent practical to collect attribute information
- Planimetric data will adhere to geometry rules specified in Section 3.4 of 18B
- Common items acquired from photogrammetry:
- Paved and unpaved surfaces, buildings and major building separations, rivers, lakes, streams, drains, fences, guard rails, walls, and guard posts, objects of landmark importance, bridges, dams, piers, breakwater, culverts and individual trees, wooded areas, orchards, heavy brush areas, hedgroves
- Marsh and swamp areas, utility poles, guy poles, "H" frame structures, transmission towers, and railroads and switches
- Exhibit "A" - Property Map (not applicable)
- Coordinate grid area
- Fence/gate map and numbering system
- SIDA maps
- Hazmat locations
- Parking Lot Maps, Names and Capacities
- Noise contour maps
- Convert Non-Plainmetric data to GIS form
 - Manholes and catch basins
 - Fire hydrants
 - Traffic lights
 - Mail boxes (rural and deposit)
 - Airfield markings and lighting
 - Monumented field control
 - Overhead pipelines

6.8 Phase 2: Convert to GIS, Data Attribution, Collect Cadastral & Other Non-Plainmetric Data

- Convert Planimetric Data to GIS Format
- Augment Planimetric Data with Additional Attribution
- Collect Cadastral, Utility and other Non-Planimetric Data
 - Currently approved Airport Layout Plan
 - Ongoing Master Plan study
 - Exhibit "A" Property Map
 - Coordinate grid area
 - Fence/gate map and numbering system
 - SIDA maps
 - Hazmat locations
 - Parking Lot Maps, Names and Capacities
 - Noise contour maps

6.9 Phase 3: Proposed Features, Design Surfaces and eALP Submittal Using FAA Tools

- Collect proposed features and design surface data from ongoing
- Master Plan Study (to be provided by Master Plan Project Team)
- Prepare FAR Part 77 Imaginary Surface Analysis (existing runways)

- Develop One-Engine Inoperative (OEI) surfaces
- Assemble eALP
 - Future Airport Layout Plan (see 6.12)

6.10 Deliverables

6.10.1 Phase I Deliverables

- Statement of work
- Survey and Quality Control Plans
- Imagery Plan
- Project Status Reports
- Raw imagery submitted to NGS
- Orthorectified imagery submitted to FAA
- Obstruction Survey/Airport Airspace Analysis submitted to FAA
- Interim Report at conclusion of Obstruction Survey/Airport Airspace Analysis
- Field notes

6.10.2 Phase 2 Deliverables

- Interim report at the conclusion of the Planimetric, Utility and
- Cadastral feature collection
- Field notes
- Airport GIS data of the airport site that will be submitted to GIAA and FAA

6.10.3 Phase 3 Deliverables

- Airport GIS data of the proposed airport infrastructure, imaginary surfaces, and design parameters submitted to FAA
- Interim report at conclusion of submittal of planned and design data
- Interim report at conclusion of eALP assembly
- Hard copies of eALP and FAR Part 77 Analysis (as required)
- Project Final Report

6.11 Preferred Site Development

Alternative site development concepts will be prepared for review by the Agency Board.

- Runway orientation
- Terminal area
- Ground Access

6.12 Airport Layout Plan Exhibits

The Airport Layout Plan exhibits shall be prepared in accordance with the FAA ALP checklist (current or latest version), and FAA AC 150/5070-6B-Appendix F. The following list provides a general outline of the exhibits that will be included in an Airport Layout Plan drawing set.

- Coversheet showing a site and vicinity map
- Airport Layout drawing, wind rose, data tables, modifications
- Airport Airspace drawings: FAR Part 77, approach plan and profile
- Inner portion of the approach surface drawings: plan and profile
- Terminal area drawings

- Land use drawings
- Runway departure surface drawings plan and profile
- Airport Property Map (Exhibit A) drawing

ELEMENT 7.0 DEVELOPMENT SCHEDULE AND CAPITAL IMPROVEMENT PROGRAM

7.1 Project Capital Cost

Data collected and tabulated may be used to establish a priority list for capital projects. Other considerations will include aeronautical need, availability of grants-in-aid as well as local resources. A detail cost estimate based on 2012/2013 Bid Tab data from airport construction projects in Iowa will be used to prepare an estimate for cost for each capital project. Land costs (fee title and/or easement) will be based upon comparables and inflated to reflect costs typically associated with condemnation.

7.2 Project Phasing

A twenty-year Development Schedule will be prepared. The development schedule will be presented in five, ten, and twenty-year increments. Each development period will be delineated on appropriate drawings and graphically depicted.

Capital cost data for each component will be developed:

Probable Quantity

Probable Unit Cost

Engineering, legal, administrative cost

ELEMENT 8.0 FINANCIAL PLAN

8.1 Financial Plan

A five, ten, and twenty-year financial plan will be prepared. The financial plan will reflect amortization costs associated with specific capital projects. Typically, a series of capital projects will be accomplished within a given year so as to minimize costs associated with bond issues, grant administration as well as the fact unit prices tend to be lower if sufficient quantities are involved. An amortization schedule to reflect principal and interest payments will be prepared for each bond issue.

In addition to a bond issued, if any, the financial plan will reflect costs associated with “eligible” and “non-eligible” project. Eligible herein means those items for which a grant-in-aid may be obtained.

- Federal share
- State share
- Sponsor share
- Private sector investment share

The financial plan should consider private sector investment in “non-eligible” facilities as an additional revenue source. Other non-aviation generated revenue sources may include those from land leases and/or business-industrial development compatible with the airport environs.

The development schedule, five-year CIP and financial plan will be incorporated into a pre-application for Airport Improvement Program Assistance and submitted to the FAA.

The financial plan must also include an assessment of future operating and maintenance (O&M) costs as well as a review of airport-generated revenue. A five-, ten-, and twenty-year O&M budget together with revenue will be prepared.

ELEMENT 9.0 PROJECT APPROACH

The Consultant will follow the guidance set forth in FAA AC 150/5070-6B *Airport Master Plans*. Chapter Two of FAA AC 150/5070-6B encourage a Scope of Work be developed that addresses critical elements.

- Aeronautical Forecast-FAA Approval
- Identification and evaluation of candidate sites
- Selection of a preferred airport site
- Site Mapping-AGIS Survey
- Preliminary eALP
- Environmental Assessment (EA)-FAA determination
- Airport Layout Plan-FAA Approval
- Airport Master Plan

The Consultant will engage stakeholders within the site selection and environmental documentation process. The SCRAA Board together with airport users and others will be encouraged to participate in development of the airport layout plan and implementation plan.

9.1 Meetings

All meetings of the SCRAA Board are open to the public. Meeting notices will be published in accordance with the Iowa Code.

A public informational meeting will be offered for the purpose of obtaining public comments on the candidate airport sites being considered. An “open house” format will be used. Additional public meetings will be offered if determined by the SCRAA Board that such public informational meetings are necessary.

The SCRAA Board may create a “Citizens Advisory” Committee (CAC). The CAC serves as a sounding board and information exchange group for stakeholders as well as review and provide comment on information provided by the Consultant. In addition to SCRAA Board members, four to seven may be identified for participation on the CAC.

Small group meetings will be conducted upon request. These informal meetings provide an opportunity for detailed discussions.

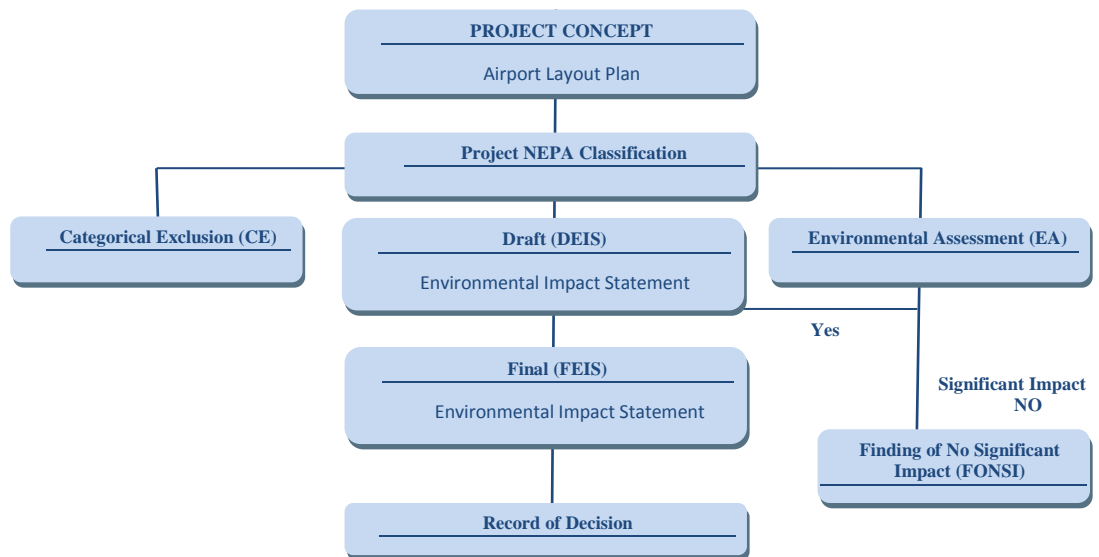
A web page may be developed and linked to web sites maintained by each of the two cities and/or county.

TASK ORDER THREE
ENVIRONMENTAL ASSESSMENT (Elements One through Seven)
SCOPE OF WORK

NEPA DOCUMENTATION

The Federal Aviation Administration (FAA) will determine the appropriate level of environmental documentation and approval upon review of the Environmental Assessment (EA) documentation.

The Consultant is familiar with the National Environmental Policy Act of 1969, as amended; and Federal Aviation Administration (FAA) guidance set forth in FAA Order 5050.4 (latest version-4B) – National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions.



The Consultant will prepare the Environmental Assessment (EA) documentation in accordance with FAA Order 5050.4(latest version)-National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions FAA’s Airport Desk Reference (latest version), FAA Order 1050.1 (latest version) and related Authority, Statues and Orders. The FAA Central Region Airports Division Environmental Assessment (EA) Template (December 2011) will be used.

Element One: Initial Contact-Early Coordination

- Lead agency-Federal Aviation Administration (FAA)
- Cooperating Agency (if any)
- Stakeholders
- Preliminary Scope-Federal Aviation Administration
 - Purpose and need, Proposed Actions
 - Project termini, Project area
 - Issues

The Consultant will prepare the early coordination letters. The early coordination letter will summarize the proposed action and location of the proposed action.

Element Two: Purpose and Need/Proposed Action

The Consultant will develop a purpose and need statement. The EA will describe the problem or problems and the solution (proposed action) to address the problem. The “need” is defined by the problem while the “purpose” represents the proposed action or solution.

Element Three: Alternatives

A range of alternatives to include the “no action” alternative will be identified. A matrix will be developed for purposes of evaluating each alternative. Reasonable alternatives to include the “no action” and “proposed action” will be carried forward for continued evaluation.

Element Four: Affected Environment

The EA will describe the existing environmental conditions of the potentially affected geographic area.

- Reasonably Foreseeable Actions
- Existing/Planned Land Use/Zoning
- Affected Political Jurisdictions
- Demographic Information

Element Five: Environmental Consequences/Mitigation

The EA will provide a concise analysis of the “no action,” “proposed action” and reasonable alternatives, if any, may cause. Conceptual or actual measures describing each mitigation measure will be set forth within Element 5 for each of the potential impact categories.

5.1 Air Quality

A detailed air quality analysis is not necessary. Measures will be identified which will be incorporated in the action to minimize adverse air quality effects including control of air pollution during construction.

5.2 Biotic Communities

Potential impacts of the project on wildlife or waterfowl refuge, endangered and threatened species, and water resources (i.e. wetlands, groundwater, and streams) will be reviewed. Comments will be solicited from appropriate federal and state agencies and incorporated.

5.3 Coastal Barriers - Not applicable.

5.4 Coastal Zone Management Program (CZMP) - Not applicable.

5.5 Compatible Land Use

Documentation will be included to support the Owner’s Land Use Assurance that states appropriate action, including zoning laws, has been or will be taken to restrict use of land adjacent to airport to activities compatible with normal airport operations. If the proposal would result in other impacts which have land use ramifications, the effects on land use will be analyzed in the appropriate impact category with cross references.

5.6 Construction Impacts

Specific effects during construction which may create adverse environmental impacts include noise of construction equipment on site, noise and dust from delivery of materials, creation of borrow pits and disposal of spoil, air pollution from burning debris, and water pollution from erosion. The extent to which any of these effects are subject to local, state, or federal ordinances or regulations will be discussed together with measures to be taken to conform with such requirements.

5.7 DOT Act Section 4(f)

Section 4(f) provides that the Secretary shall not approve any program or project which requires the use of any publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state or local significance or land of an historic site of national, state or local significance as determined by the officials having jurisdiction thereof unless there is no feasible and prudent alternative to the use of such land and such program or project includes all possible planning to minimize harm resulting from the use.

5.8 Endangered and Threatened Species

Contact will be made with the U.S. Fish and Wildlife Service and the National Marine Fisheries Service to determine the presence of any threatened or endangered species.

5.9 Energy Supply and Natural Resources

For most airport actions, changes in energy or other natural resource consumption will not result in significant impacts. If the environmental assessment identifies problems with demands exceeding supplies, changes in aircraft or ground vehicle use which would greatly increase fuel consumption, or the proposed substantial use of natural resources in short supply, additional analysis will be required. Otherwise, it may be assured that impacts are not significant.

5.10 Environmental Justice

The EA will consider if the proposed action would have a disproportionately high and adverse human health or environmental effects on minority and low-income population.

5.11 Farmlands

If the proposed project involves acquisition of farmland which will be converted to nonagricultural use, it must be determined whether any of the land is protected by the Farmland Protection Policy Act. Farmland protected by the FPPA is either prime farmland which is not already committed to urban development or water storage, or unique farmland, or farmland which is of state or local importance.

5.12 Floodplains

If the proposed action is not within the limits of a base floodplain (i.e. 100 year flood area) and would not indirectly support secondary development within a base floodplain, it may be assumed that there are no floodplain impacts. No further analysis is necessary. If it is a base flood plain, an evaluation of impact will be included.

5.13 Hazardous Materials

A Phase One Environmental Site Assessment will be initiated to determine if hazardous material exists on site or land proposed for acquisition.

5.14 Historic, Architectural, Archaeological, Cultural Resources (HAAC).

An initial review will determine if any properties in or eligible for inclusion in the National Register of Historic Places are within the area of the proposed actions potential environmental impact. The State Historic Preservation Officer will be consulted regarding the level of additional Cultural Resources Survey necessary.

Phase I Cultural Resources Survey:

This level of investigation involves archaeological, architectural, and geomorphological investigation and evaluation of the entire project corridor or area. If no standing structures are present within the corridor, then the field survey will be limited to pedestrian surface survey, in areas where surface visibility is adequate and surface survey techniques are appropriate, and/or subsurface survey in areas where surface visibility is not adequate and/or there is a potential for

cultural deposits in a buried context. Subsurface survey techniques in upland situations generally involve shovel testing and/or bucket auger testing depending upon the potential depth of cultural deposits. In situations where deeply buried materials may be present (i.e., alluvial/colluvial fan and floodplain locations) subsurface testing techniques could potentially require backhoe or Giddings Probe excavation, although in some cases bucket sugar testing to greater depths may be adequate.

If standing structures are present, then the Phase I survey would include photographic and visual documentation of the exterior layout and configuration of these properties as well as interior examination of any barn structures present to document the interior framing and layout of these structures.

A Phase I investigation will result in the identification of any archaeological or architectural sites within the project impact zone and an evaluation of potential National Register eligibility of each site. A site will be found to be either ineligible and thus warranting no further investigation, or potentially eligible, thus possibly requiring Phase II level testing. The results of the project are summarized in a final report, with recommendations made for either project clearance or additional Phase II testing if potentially eligible sites cannot be avoided. All sites will be recorded on the appropriate state inventory forms. Phase II and Phase III testing are beyond this Scope of Work.

5.15 Induced Socioeconomic Impact

Describe in general terms such factors as shifts in patterns of population movement and growth, public service demands, and changes in business and economic activity to the extent influenced by the airport development. Induced impacts will normally not be significant except where there are also significant impacts in other categories.

5.16 Light Emissions

The EA will consider the extent to which any lighting associated with an airport action will create an annoyance among people in the vicinity of the installation.

5.17 Noise

An initial noise analysis based on the Integrated Noise Model (INM) current or latest version may be accomplished to determine the most likely affected noise sensitive areas in relation to the resulting operations (should such operations exceed noise threshold) from the proposed development. FAA approved noise level evaluation techniques will be used to evaluate proposed noise levels relative to the threshold of significance.

5.18 Social Impacts

The principal social impacts to be considered are those associated with relocation or other community disruption which may be caused by the proposal. Sufficient information will be provided to assure that relocation can be managed. Discussion will also be provided concerning potential alteration of surface transportation patterns and community growth and development. Section 5.3 will also discuss mitigation of land acquisition in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URARPAPA). Impacts to farm operations will be discussed. Disruption of local traffic patterns that reduce the level of service by the local road network will be discussed.

5.19 Solid Waste Impact

Airport actions which relate only to airfield development will not normally include any direct relationship to solid waste collection, control, or disposal other than that associated with the construction itself. Terminal area development may involve circumstances which require

consideration of solid waste impacts. The EA will document any potential problems including the siting of runways in the vicinity of active or planned solid waste disposal facilities.

5.20 Water Quality

The environmental assessment will include a description of design, mitigation measures, and construction controls applicable to the proposal to demonstrate state water quality standards and any Federal, state, and local permit requirements that can be met.

Phase II & III Testing:

Phase II testing is conducted on those archaeological or architectural sites that have been found to be potentially eligible for the National Register of Historic Places and that could not be avoided by the proposed construction project. Phase II testing can involve both hand and machine excavation of an area large enough to answer the questions concerning site integrity and significance, yet small enough to avoid adversely impacting the site deposit. The Phase II will result in a final determination of National Register eligibility. If a site is found ineligible at this point, then no further investigation is warranted. However, if a site is found eligible, then data recovery (Phase III) may be required if the site cannot be avoided by the construction project, or if the impact cannot be otherwise mitigated. Phase II testing will also result in a final report summarizing the project's findings and recommendations. Phase II and III testing are beyond this Scope of Work.

5.21 Wetlands

Potential impacts associated with the destruction or modification of wetlands will be reviewed. If the proposal does not affect a wetlands area, no further analysis is necessary. If it does affect a wetland area, an evaluation of impact will be included.

5.22 Wild and Scenic Rivers - Not applicable.

5.23 Cumulative Impact Analysis

A cumulative impacts analysis will be prepared to determine if any significant impacts would occur when the proposed actions effects are added to other actions.

5.24 Children's' Health and Safety Risks

The EA will consider if the proposed action would have a disproportionate health and safety risk to children.

Element Six: Draft EA/Public Hearing

6.1 Draft EA

The Consultant will prepare a preliminary draft EA for FAA review. Upon completing the required revisions, the draft EA will be made available for public review. The draft EA will also be made available for resource agency comments.

6.2 Public Hearing

The Consultant will assist SCRAA Board in conducting a public hearing. All written and oral testimony will be reviewed and acknowledged in the EA. The hearing will be conducted using an open house format.

- Publish Notice of Availability/Public Hearing Notice
- Handouts
- Aerial displays/Exhibits
- Receive written testimony
- Receive and prepare transcript of oral testimony

6.3 Coordination

The EA will document coordination with local state and federal agencies with respect to potential impact on emergency services.

Coordination with the locals, state and federal agencies to resolve conflicts between the landfill operations and runway alignment alternatives will be included.

Element Seven: Finding of No Significant Environmental Impact (FONSI)

7.1 Final EA

The EA, is submitted by the SCRAA Board to the Federal Aviation Administration along with (1) copy of the public hearing transcript, when one is held, (2) a recommendation of the preferred alternative, and (3) a request for an environmental finding.

7.2 Final EA/FONSI

Publish Notice of Availability

Distribute Final EA/FONSI

7.3 Format

Cover Sheet

Purpose and Need/Proposed Action

Alternatives

Affected Environment

Environmental Consequences/Mitigation Measures

- Air Quality
- Biotic Communities
- Coastal Barriers
- Coastal Zone Management
- Compatible Land Use
- Construction Impacts
- DOT Act Section 4(f)
- Endangered & Threatened Species
- Energy Supply and Natural Resources
- Environmental Justice
- Farmland
- Floodplains
- Hazardous Materials
- Historic and Archeological
- Induced Socioeconomic Impact
- Light Emissions and Visual Effects
- Noise
- Social Impacts
- Solid Waste Impact
- Water Quality
- Wetlands
- Wild and Scenic Rivers
- Cumulative Impact Analysis
- Children's Health & Safety Risks

Prepare Draft EA

Regulatory Agencies: Coordination and Comments

Regulatory Agencies: Coordination and Comments

Public Hearing Requirements

Comments-oral and written testimony

Public Participation Process

Final EA/FONSI

- Printing

Distribution

EXHIBIT B-PROJECT COSTS
ATTACHMENT A-SITE SELECTION

Labor Costs					
Work Element	Project Manager/ Planner	Engineer Planner	CADD Technician	GIS Technician	Clerical
1.0 Pre Planning					
1.1 Past Studies	8	0	12	0	4
1.2 Joint Airport Initiative	8	0	0	0	4
1.3 South Central Regional Airport Authority (SCRAA)	8	0	0	0	4
2.0 Existing Conditions					
2.1 Airport Role	8	0	0	0	4
2.2 Area Airport	8	0	8	0	4
2.3 Regional Socioeconomic	8	24	12	12	4
2.4 Regional Land Use	8	24	4	24	6
2.5 Regional Environmental Overview	12	24	4	24	6
3.0 Aviation Forecasts					
3.1 Based Aircraft	8	16	2	0	4
3.2 Aircraft Operations	8	24	2	0	4
3.3 Passanger/Aircargo Enplanements	16	24	2	0	4
3.4 Critical Aircraft	16	16	4	0	4
3.5 FAA Approval					
4.0 Facility Requirements					
4.1 Facility Development - Airport					
4.2 Infrastructure Development					
4.3 Airport Imaginary Surfaces					
4.4 Development Concept					
5.0 Site Selection					
5.1 Site Evaluation Matrix	32	24	4	0	12
5.2 Candidate Sites	80	72	24	16	4
5.3 Preferred Site	32	32	24	16	4
6.0 Airport Layout Plan					
6.1 AGIS					
6.2 Obstruction Survey/Airspace					
6.3 SOW - eALP					
6.4 Photogrammetry					
6.5 Airspace Analysis					
6.6 Topographic					
6.7 Collect Planimetric Data					
6.8 Convert to GIS					
6.9 Proposed Features (eALP)					
6.10 Deliverables					
7.0 Development Schedule/CIP					
7.1 Capital Cost					
7.2 Project Phasing					
8.0 Financial Plan					
8.1 Financial Plan					
9.0 Project Approach					
9.1 Meetings					
Agency Board					
Small Group					
Public					
Total Labor	260	280	102	92	72
	at \$48.00	at \$35.84	at \$23.21	at \$35.65	at \$23.06
Direct Labor	\$ 12,480.00	\$ 10,035.20	\$ 2,367.42	\$ 3,279.80	\$ 1,660.32
I. Subtotal Direct Labor					\$ 29,822.74
II. Payroll and Overhead	(153.10% of Line I)				\$ 45,658.61
III. Total of Lines I & II					\$ 75,481.35
IV. Fixed Fee	(12% of Line III)				\$ 9,057.76
V. Direct Project Expense					
Travel					\$ 700.00
Reproduction/Printing					\$ 200.00
Garden & Associates					\$ 4,000.00
Aerometric (Phase 1 & 2)					\$ -
SUBTOTAL					\$ 4,900.00
VI. Total Cost					\$ 89,439.12

EXHIBIT B-PROJECT COSTS

ATTACHMENT B-AIRPORT MASTER PLAN & eALP

Labor Costs	Project	Engineer	CADD	GIS	
Work Element	Manager/ Planner	Planner	Technician	Technician	Clerical
1.0 Pre Planning					
1.1 Past Studies					
1.2 Joint Airport Initiative					
1.3 South Central Regional Airport Authority (SCRAA)					
2.0 Existing Conditions					
2.1 Airport Role					
2.2 Area Airport					
2.3 Regional Socioeconomic					
2.4 Regional Land Use					
2.5 Regional Environmental Overview					
3.0 Aviation Forecasts					
3.1 Based Aircraft					
3.2 Aircraft Operations					
3.3 Passanger/Aircargo Enplanements					
3.4 Critical Aircraft					
3.5 FAA Approval					
4.0 Facility Requirements					
4.1 Facility Development - Airport	24	32	4	0	4
4.2 Infrastructure Development	40	40	24	16	4
4.3 Airport Imaginary Surfaces	4	12	12	0	4
4.4 Development Concept	24	24	40	40	8
5.0 Site Selection					
5.1 Site Evaluation Matrix					
5.2 Candidate Sites					
5.3 Preferred Site					
6.0 Airport Layout Plan					
6.1 AGIS	8	16	4	16	4
6.2 Obstruction Survey/Airspace	16	16	12	16	4
6.3 SOW - eALP	16	16	8	24	4
6.4 Photogrammetry	8	16	8	16	4
6.5 Airspace Analysis	8	8	8	16	4
6.6 Topographic	0	16	24	24	4
6.7 Collect Planimetric Data	0	16	16	24	4
6.8 Convert to GIS	0	16	8	24	4
6.9 Proposed Features (eALP)	48	48	40	80	8
6.10 Deliverables	24	24	16	24	4
7.0 Development Schedule/CIP	16	12	0	0	4
7.1 Capital Cost	16	32	32	8	4
7.2 Project Phasing	16	8	16	16	4
8.0 Financial Plan					
8.1 Financial Plan	24	12	0	0	4
9.0 Project Approach					
9.1 Meetings					
Agency Board	80	40	24	0	40
Small Group	40	24	24	0	16
Public	32	16	16	16	16
Total Labor	444	444	336	360	152
	at \$48.00	at \$35.84	at \$23.21	at \$35.65	at \$23.06
Direct Labor	\$ 21,312.00	\$ 15,912.96	\$ 7,798.56	\$ 12,834.00	\$ 3,505.12
I. Subtotal Direct Labor					\$ 61,362.64
II. Payroll and Overhead	(153.10% of Line I)				\$ 93,946.20
III. Total of Lines I & II					\$ 155,308.84
IV. Fixed Fee	(12% of Line III)				\$ 18,637.06
V. Direct Project Expense	Travel				\$ 1,800.00
	Reproduction/Printing				\$ 600.00
	Garden & Associates				\$ 12,000.00
	Aerometric (Phase 1 & 2)				\$ 90,000.00
	SUBTOTAL				\$ 104,400.00
VI. Total Cost					\$ 278,345.90

EXHIBIT B-PROJECT COSTS

ATTACHMENT C-ENVIRONMENTAL ASSESSMENT

Labor Costs

Work Element	Project		Environmental		
	Manager/Planner	Scientist	Technician	Clerical	Engineer
1 Early Coordination	16	8	8	8	0
2 Purpose and Need	8	12	0	2	0
3 Alternatives	16	16	32	2	0
4 Affected Environment	24	8	16	8	40
5 Environmental Consequences*					
Air Quality	4	8	0	2	0
Biotic Resources	4	40	8	2	0
Coastal Barriers	-	-	-	-	-
Coastal Zone Management	-	-	-	-	-
Compatible Land Use	16	24	4	2	0
Construction	8	24	0	2	24
Section 4(f)	8	0	0	0	0
Federally-listed Endangered and Threatened Species	4	16	0	2	0
Energy Supplies, Natural Resources, and Sustainable Design	8	8	0	2	0
Environmental Justice	4	8	0	2	0
Farmlands	2	4	8	2	0
Floodplains	4	8	8	2	12
Hazardous Materials	4	8	6	2	0
Historic and Archeological	8	16	8	2	0
Induced Socioeconomic	16	4	0	2	0
Light Emissions and Visual Effects	4	-	-	-	-
Noise	8	16	0	2	8
Social Impacts	8	8	0	2	0
Solid Waste	2	8	0	0	2
Water Quality	4	16	0	2	12
Wetlands	4	32	8	2	12
Wild and Scenic Rivers	0	0	0	2	0
Cumulative Impacts	20	24	0	8	8
6 Draft EA/Public Hearing	40	48	32	40	40
7 Final EA/FONSI	32	24	8	40	12
Total Labor	276	388	146	142	170
	at \$48.00	at \$41.27	at \$23.21	at \$23.06	at \$35.84
Direct Labor	\$ 13,248.00	\$ 16,012.76	\$ 3,388.66	\$ 3,274.52	\$ 6,092.80
I. Subtotal Direct Labor					\$ 42,016.74
II. Payroll and Overhead	(153.10% of Line I)				\$ 64,327.63
III. Total of Lines I & II					\$ 106,344.37
IV. Fixed Fee	(12% of Line III)				\$ 12,761.32
V. Direct Project Expense	Travel				\$ 1,100.00
	Reproduction/Printing				\$ 400.00
	Archaeological/Historic (Phase I) (Estimated)				\$ 12,000.00
	Noise Analysis (INM) (Estimated)				\$ 3,000.00
	ESA Phase I Data				\$ 400.00
	Garden & Associates				\$ 8,000.00
	SUBTOTAL				\$ 24,900.00
VI. Total Cost	Does not include Section 4(f) Statement, Phase II or III Archaeological				\$ 144,005.69

EXHIBIT C TIME SCHEDULE

WORK ELEMENT	MONTH																							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
A Airport Master Plan/ALP																								
Element 1 Pre-Planning	█	█																						
Element 2 Existing Conditions	█	█																						
Element 3 Forecast		█	█																					
Element 4 Facility Requirements						█	█																	
Element 5 Site Selection				█	█	█	█																	
Element 6 AGIS (eALP)						█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Element 7 Development Schedule								█	█	█	█													
Element 8 Financial Plan											█	█	█	█	█	█	█	█	█	█	█	█	█	█
B Environmental Assessment																								
Element 1 Early Coordination												█	█											
Element 2 Purpose & Need												█	█											
Element 3 Alternatives													█	█	█	█								
Element 4 Affected Environment														█	█	█	█							
Element 5 Environmental Consequences																	█	█	█	█				
Element 6 Draft EA/Public Hearing																		█	█	█	█			
Element 7 Final EA/FONSI																						█	█	█
Notice to Proceed - FAA	█																							
TIME SENSITIVE ACTIVITIES																								
Aerial Mapping/Survey AGIS (eALP)						█	█	█	█	█														
Archeological Field Survey				█	█	█	█	█	█															
Wetland Delineation				█	█	█	█	█	█															
FAA Airspace Analysis						█	█	█	█	█			█	█	█	█	█	█	█	█	█	█	█	█

FAA Conditional Approval

PART A
TASK ORDER ONE: ELEMENTS 1,2,3, AND 5
TASK ORDER TWO: ELEMENTS 4,6,7,8

PART B
TASK ORDER THREE: ELEMENTS 1 THORUGH 7

EXHIBIT D
REPORTS, DELIVERABLES, PROJECT COORDINATION

Sponsor Quarterly Performance Report

Assist Sponsor with Quarterly Performance Report

March 31

June 30

September 30

December 31

Deliverables

	FAA	Iowa DOT	Sponsor
ALP Exhibits (22" x 34" black lines)	1	1	1
ALP (eALP) Intergraph Microstation AGIS data base	1	1	
Airport Master Plan (Word Document) Narrative Report	1	1	8
Exhibit A Airport Intergraph Microstation Property Map	Included in ALP		
Iowa DOT Management System (Excel disk)	1	1	1

The ALP will be prepared in accordance with guidance provided in the Draft Advisory Circular entitled: *General Guidance and Specifications for Aeronautical Surveys: Airport Survey Data Collection and Geographic Information System Standards*. (AC 150-5300-16,17,18) (Latest versions).

Electronic and Information Technology

All deliverables will be compliant with Section 508 of the Rehabilitation Act of 1973, as amended.

As a condition precedent to the transfer of any electronic media, Owner agrees to sign a copy of Snyder & Associates, Inc. Electronic Media Transfer Agreement.

Milestones

Upon receiving the Notice to Proceed (NTP) the Consultant will initiate work. There are several critical points that require review, approval and/or acceptance by the FAA prior to work on other tasks.

1. FAA review and approval of aviation forecasts and critical aircraft.
2. FAA favorable airspace determination of the preferred site and two (2) alternative sites.
3. FAA approval of the Airport Layout Plan (ALP).
4. FAA acceptance of the Airport Master Plan (MP).
5. FAA issuance of a Finding of No Significant Environmental Impact (FONSI).

Project Coordination

Consultant-Snyder & Associates, Inc.

Address

Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023
515-964-2020

Project Director/Managers

Jerry Searle
Snyder & Associates, Inc.
2727 SW Snyder Blvd.
Ankeny, IA 50023
515-964-2020
jlsearle@snyder-associates.com

Robert Nielsen, P.E., President
Garden & Associates
1701 3rd Avenue E.
Oskaloosa, IA 52577

Subconsultant

Bob Vander Meer, V.P. & COO
Aerometric
4020 Technology Parkway
Sheboygan, WI 53083

Key Project Staff

Jerald Searle, Airport Planner/Manager
Robert Nielsen, P.E., Engineer/Manager
Mwasi Mwamba, P.E., Airport Engineer/Planner
Dustin Leo, Airport Engineer/Planner
Bob Vander Meer, V.P./AGIS
Josh Erickson, Lead Airport Technician
Geoffrey Barnes, AGIS Technician

EXHIBIT E
REQUIRED FEDERAL CLAUSES
for
PROFESSIONAL SERVICES CONTRACTS

1. CIVIL RIGHTS ACT OF 1964, TITLE VI – 49 CFR PART 21 CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor 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 contractor, 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 contractor 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 contractor 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 contractor of the contractor'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 contractor shall provide all information and reports required by the Regulations 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 contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor 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 contractor'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 contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor 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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982 – SECTION 520, GENERAL CIVIL RIGHTS PROVISIONS

The consultant assures that it will comply with pertinent 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. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

3. INSPECTION OF RECORDS – 49 CFR PART 18

The contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed.

4. TERMINATION OF CONTRACT – 49 CFR PART 18

4.1 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.

4.2 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.

4.3 If the termination is due to failure to fulfill the contractor'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.

4.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor 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.

4.5 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.

5. BREACH OF CONTRACT TERMS SANCTIONS – 49 CFR PART 18

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

6. RIGHTS TO INVENTIONS – 49 CFR PART 18

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. Information regarding these rights is available from the FAA and the Sponsor.

7. DBE REQUIRED STATEMENTS – 49 CFR PART 26

Consultant Responsibilities - The Consultant shall agree to the below stated Department of Transportation policy and disadvantaged business enterprises obligation and further agrees to insert the following clauses in any subcontract.

Contract Assurance - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

[Note -This language is to be used verbatim, as it is stated in §26.13(b).]

Prompt Payment - The prime contractor 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 prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify 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.

8. RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS – 49 CFR PART 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country 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;
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 contractor or subcontractor who is unable to certify to the above. If the contractor 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 contractor 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 subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor 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 contractor 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 contractor 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 contractor 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.

9. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – 49 CFR PART 29

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is 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 submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

10. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES – 49 CFR Part 20

10.1 No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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.

10.2 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 contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

11. BREACH OF CONTRACT TERMS – 49 CFR Part 18

[Note – This provision is only required for contracts that exceed the simplified acquisition threshold, presently set at \$100,000.]

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

September 13, 2012

Mr. Mike Nardini
City Administrator
City of Pella
825 Broadway
Pella, Iowa 50219

RE: South Central Regional Airport Agency
Independent Cost Analysis (ICA)
Master Plan, Site Selection, Environmental Assessment
Proposed New Airport Site

Dear Mr. Nardini,

Enclosed with this letter are the signed ICA's for the Master Plan, Site Selection and Environmental Assessment for the proposed new airport site to be located within the Pella, Oskaloosa and Mahaska County areas.

The ICA was based upon the Scope of Services and other information that you had provided as well as telephone conference calls. The work was performed following the guidance provided in FAA Advisory Circular (AC) 150/5100-14D ARCHITECTURAL, ENGINEERING, AND PLANNING CONSULTANT SERVICES FOR AIRPORT GRANT PROJECTS.

To summarize:

1. Master Plan, Site Selection ICA is \$409,999.02 (rounded to \$410,000.00)
2. Environmental Site Assessment ICA is \$140,023.71 (rounded to \$140,000.00) please note during our analysis there is a chance for some unknowns causing the EA services to increase.
3. Total \$550,022.73 (rounded to \$550,000.00)

If should have any questions please feel free to contact me at 402-477-4240.

Sincerely,

Kirkham Michael



Eric W. Johnson
Airport Services Manager