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Public Works Department
Serving the Community Throughout the Seasons

May 24, 2018

REQUEST FOR QUALIFICATIONS AND PROPOSAL

Manager & Fixed-Base Operator Waverly Municipal Airport C25 Waverly, Iowa

The City of Waverly is requesting qualifications and a proposal from businesses to provide services as the Fixed-Base Operator (FBO) at the Waverly Municipal Airport – C25. Services requested and facilities provided are shown in the attached DRAFT Manager/FBO Agreement.

The Waverly Municipal Airport will be closed for several weeks in the fall of 2019 for grading the 400' extension of Runway 29 and again in the spring of 2020 for paving the runway extension.

The statement of qualifications should include:

- A listing of individuals included in the Management/FBO team and their area of primary responsibility.
- Past experience as an airport Manager/FBO.
- A proposal of the services the Company will provide as the Manager/FBO.

A lengthy and detailed technical proposal and/or promotional brochures are not desired. Particular emphasis should be placed upon providing information concerning the DRAFT Manager/FBO Agreement. The statement of qualifications and proposal should be limited to 10 pages single-spaced and double-sided, or 20 pages single-spaced and single-sided; and the pages of your proposal numbered consecutively.

Please submit six copies of your proposal no later than **noon on Friday, June 29, 2018**. Your request for consideration must be received in the form of a proposal sent to:

City of Waverly
ATTN: Mike Cherry, P.E.
200 1st Street NE
P.O. Box 616
Waverly, IA 50677

The field of companies will likely be narrowed to two or three that will be invited to partake in an interview with the Waverly Airport Commission.

The City reserves the right to mutually enter into an agreement for Manager/FBO services with the successful company for limited or expanded versions of the work outlined in this RFQ. Final approval of the Manager/FBO Agreement is required by the City Council.

WAVERLY MUNICIPAL AIRPORT
AIRPORT MANAGER / FBO AGREEMENT
Years 1-5

This Agreement is made and entered into the _____ day of _____ 2018, between the City of Waverly and Enter Company Name.

WHEREAS, the City of Waverly owns and operates, with the assistance of the Waverly Airport Commission, the Waverly Municipal Airport, and

WHEREAS, the City of Waverly desires to contract an airport Manager/Fixed-Base Operator (FBO) to carry out certain duties and desires of the City of Waverly and provide services to the public utilizing the Waverly Municipal Airport including, but not limited to:

1. Sale of aircraft oil and fuel with a 24 hour fuel credit card purchase at the pump option
2. Aircraft maintenance and repair
3. Aircraft rental with a minimum of 2 aircraft
4. Flight training services that include aircraft, instructor and classroom space
5. Transient aircraft storage
6. Provide courtesy vehicle
7. Assistance with Lions Club Fly-in Pancake Breakfast (3rd Sunday in July)

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the City of Waverly, hereinafter known as CITY, and Enter Company Name, hereinafter known as MANAGER / FBO, agree as follows:

SECTION 1 – Appointment of MANAGER / FBO

The CITY hereby appoints Enter Company Name as the MANAGER / FBO of the Municipal Airport effective the 1st day of November, 2018, and expiring the 31st day of October, 2023. The parties agree that the status of MANAGER / FBO shall be that of an independent contractor and that MANAGER / FBO shall be solely responsible for determining the manner in which the duties set out hereinafter are carried out. This Agreement shall not be terminated prior to the date set out above except for cause which shall include any substantial breach of the covenants of this Agreement on the part of the MANAGER / FBO. This Agreement contemplates substantial involvement of the MANAGER / FBO in performance of the duties set out hereinafter and the MANAGER / FBO may not assign its rights under the Agreement except with the prior written consent of the CITY.

SECTION 2 – Compensation

The MANAGER / FBO shall receive as compensation for their services and duties set out hereinafter an annual sum, payable in 12 monthly installments, as follows:

Year 1	\$ _____	Year 3	\$ _____	Year 5	\$ _____
Year 2	\$ _____	Year 4	\$ _____		

Beyond Year 5 the compensation will be renegotiated for an additional 5 years if the Agreement is renewed.

The MANAGER / FBO shall provide space in the Airport Facilities Building (AFB) for the following purposes:

1. Manager's Office
2. Flight Instruction
3. Flight Planning
4. Conference Room
5. Aircraft Maintenance (Shop)

The MANAGER / FBO shall lease the Airport Facilities Building from the CITY at the following rate:

Year 1	\$	_____
Year 2	\$	_____
Year 3	\$	_____
Year 4	\$	_____
Year 5	\$	_____

A four-month lease/maintenance deposit must be paid to the CITY. Additionally, the MANAGER / FBO shall have the right to sublet hangar space in Airport Facilities Building for the purpose of housing airplanes. The lease terms are premised upon the AFB premises maintaining property tax exempt status. Should that status change the lease price shall be renegotiated.

SECTION 3 – MANAGER / FBO Duties & Responsibilities.

A. Staffing & Hours of Operation

The MANAGER / FBO shall be present at the AFB or have a qualified person available to provide service, answer the telephone and respond to the unicom during the following duty hours:

1. Between 8:00 a.m. and 5:00 p.m. Monday through Saturday and noon to 5:00 p.m. on Sunday.
2. The holidays of New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day shall be exceptions to the above hour requirements. No attendant needs to be available to provide service, answer the telephone and respond to the unicom during these holidays.
3. When the weather is below instrument flight minimums, the MANAGER / FBO shall have the right to suspend attendant duties for the day.
4. The AFB lobby and restrooms will be kept open from 5:00 a.m. to 11:00 p.m. per day year around.

B. Supervision

The MANAGER / FBO shall supervise all activities at the Airport and shall assume responsibility for all activities thereon.

C. Reports

The MANAGER / FBO shall prepare and submit the following monthly reports:

1. Hangar Rental
2. Transient Storage
3. Flight School
4. Aircraft Maintenance & Charter Activities
5. Fuel & Traffic
6. Other reports as may be required by other authorized governmental agencies.

D. CITY Ordinances

The MANAGER / FBO shall enforce any rules or ordinances of the CITY relative to the Municipal Airport.

E. Budget Preparation

The MANAGER / FBO shall assist the Commission and CITY staff in the preparation of the annual Airport budget.

F. Buildings & Grounds

1. AFB

The MANAGER / FBO shall maintain the AFB in good condition and in a state of cleanliness at all times. The CITY shall furnish the necessary cleaning supplies.

2. Repairs & Alterations

(a) The MANAGER / FBO shall inspect and report to the Waverly Airport Commission any condition which may require correction or alteration as stated:

- (1) The expenditure of budgeted dollars of less than \$500.00 does not require approval by the Airport Commission or Public Works Director.
- (2) The expenditure of budgeted dollars of more than \$500.00 does require approval by the Airport Commission.
- (3) Emergency repairs requiring expenditure of more than \$500.00 requires the approval from the Public Works Director.

A report of expenditures shall be submitted monthly to the Airport Commission.

(b) The MANAGER / FBO shall supervise the installation of or repair of items included in the Airport budget.

3. The MANAGER / FBO shall operate and inspect the Airport lighting systems.

4. Grass Mowing

The CITY shall mow grass from the AFB to the entrance, around the T-hangar, and around runway lights.

The CITY shall mow the large open areas adjacent to the runway and apron.

5. Snow Removal

The CITY shall provide snow removal for the runway, taxiways, apron areas, entrance road and parking lot. The MANAGER / FBO shall be provided a snow removal allowance of \$ [REDACTED] per year for miscellaneous cleanup and clearing of areas around the hangars and doors that are not readily cleared with truck-mounted snow removal equipment.

6. Other Duties

The MANAGER / FBO shall perform such other duties assigned by the City of Waverly Airport Commission that may arise from time to time, and are reasonably required for proper, safe operation and maintenance of the airport.

SECTION 4 – Utilities

A. Heating Fuel (Propane)

The MANAGER / FBO shall be responsible for 50% of the heating fuel bill for the AFB. (FBO's Cost Share: 2015=\$2,703, 2016=\$1,582, 2017=\$1,874)

B. Telephone Service

1. Basic Service

The CITY shall provide at CITY expense basic telephone service in the AFB.

2. Additional Services

Additional telephone services, including long-distance charges, required by the MANAGER / FBO or other Airport tenants shall be the responsibility of those requiring the service.

C. Electrical Service

The CITY shall be responsible for all electrical service costs for the airport.

SECTION 5 – Aviation Fuel

The MANAGER / FBO shall purchase the aviation fuel, set the price and provide the fuel to the public. The MANAGER / FBO will receive all revenue from fuel sales.

The retail price charged for the fuel shall be competitive with prices of surrounding airports. The MANAGER / FBO, or an agent designated by the MANAGER / FBO, shall be available at the Airport during normal duty hours as defined in Section 3 above to provide fuel to planes. The MANAGER / FBO, or an agent designated by the MANAGER / FBO, shall be available by phone during off-duty hours to answer requests for the provision of aviation fuel.

The City of Waverly owns the fuel tanks. The certified fuel pump is the property of **Enter Company Name**. All maintenance and/or replacement of fuel pumps and 24 hour credit card fueling system are the responsibility of **Enter Company Name**.

SECTION 6 – Other Service Provided

Other aviation products such as oil, equipment or supplies for use on aircraft may be purchased and sold by the MANAGER / FBO and shall become the MANAGER / FBO's income.

The MANAGER / FBO shall provide batteries, preheat, and related services and general aircraft maintenance service to airport customers. If the MANAGER / FBO is absent from the Airport premises due to other aviation oriented activities, they shall be responsible for hiring qualified assistants to provide said services.

SECTION 7 – Hangars

The MANAGER / FBO shall be the agent for the CITY to rent the available hangars. The CITY shall receive the hangar rents. The MANAGER / FBO agrees to promote the use of the hangars for aircraft storage.

The MANAGER / FBO shall prepare billings in a timely manner for hangar tenants.

The Waverly Airport Commission shall set the rates for storage and the MANAGER / FBO shall be responsible for billing. The CITY shall be responsible for collecting delinquent storage accounts. The MANAGER / FBO shall confirm the number of planes in storage for full months or parts of months to the Waverly Airport Commission on the last day of each month.

SECTION 8 – Transient Aircraft Charges

Rental payments received for overnight transient aircraft storage shall be the property of the MANAGER / FBO provided, however, that the maximum overnight rental charge for

such transient storage in the T-hangar shall not exceed \$35.00 per night. All transient aircraft being stored over one week at the Airport may use, if available, a T-hangar and be charged at the current monthly rate prorated to actual use with the revenue split 50% CITY and 50% MANAGER / FBO.

SECTION 9 – Insurance

The MANAGER / FBO agrees to carry liability insurance naming the CITY and its officers and employees as additional insured. Such insurance is to have limits of not less than the following:

\$1,000,000 for personal injury to any one person
\$1,000,000 for property damage each occurrence
\$1,000,000 for total aggregate limits

The MANAGER / FBO further agrees to file a Certificate of Insurance with the CITY evidencing that such insurance has been furnished and that the same will not be cancelled without ten days notice to the CITY.

SECTION 10 – Indemnification

The MANAGER / FBO agrees to hold the CITY harmless from any and all liability to third parties for any personal injury or property damage resulting from the acts or omissions of the MANAGER / FBO, their agents or employees. Furthermore, the MANAGER / FBO shall be solely responsible for providing their own personal property insurance for any personal property of the MANAGER / FBO located on the airport premises, and the MANAGER / FBO agrees to hold the CITY harmless for any liability to them or damage to their personal property.

SECTION 11 – General Terms

- A. The MANAGER / FBO agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service provided; however, the MANAGER / FBO may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- B. The MANAGER / FBO agrees that the CITY and/or Waverly Airport Commission has the right to adopt and enforce reasonable rules and regulations and that the MANAGER / FBO and all of their employees, agents and servants will faithfully observe and comply with all rules and regulations as may be promulgated by the CITY or Waverly Airport Commission, the United States of America, or any department or agency thereof, and the State of Iowa or any department or agency thereof.
- C. The MANAGER / FBO agrees that no signs or advertising materials shall be placed or erected upon the Airport premises without the prior written consent of the CITY. However, the MANAGER / FBO may erect a sign for their own business as approved by the CITY. The MANAGER / FBO shall keep the Airport premises in a

clean and safe condition. Any permanent improvements installed by the MANAGER / FBO at their expense and without the CITY's approval become the property of the CITY and may at CITY's direction be removed at the MANAGER / FBO's expense.

- D. It is hereby agreed that nothing contained herein shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, and the CITY reserves the right to grant to others the privilege and right of conduction any one or all of the aeronautical activities listed herein, or any other activity of an aeronautical nature.

SECTION 12 – CITY Rights Reserved

The CITY reserves the right to:

- A. Maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport.
- B. Develop or improve the landing area and all publicly-owned air and navigational facilities of the airport as it sees fit following communication to the MANAGER / FBO.
- C. Take any action it considers necessary to protect the aerial approaches of the Airport against obstruction.
- D. Approve or prohibit the erection of any building or other structure on Airport.
- E. Enter into an Agreement with the United States Government for military aircraft or naval use or a part of all of the landing areas, publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such Agreement is executed, the provision of this instrument, as far as they are inconsistent with the provisions of any existing or future Agreement between the CITY and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of said Airport, shall be considered null and void.

SECTION 13 – Assignment or Renewal of Agreement

The MANAGER / FBO may not assign or transfer this lease, or any interest herein, or sublet the premises or any part thereof without the prior written consent of the CITY, and any attempt at assignment, transfer or subletting shall be void and at the option of the CITY shall be deemed sufficient grounds for the cancellation and termination of this lease.

It is anticipated that this lease shall be renewed at the expiration of this term for an additional five years. The MANAGER / FBO at any time following a sixty (60) day written notice may terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Airport Manager / FBO Agreement as of the date here first above written.

CITY OF WAVERLY

AIRPORT MANAGER / FBO

By: _____
Dean Soash, Mayor

By: Enter Company Name

By: _____
Carla Guyer, City Clerk

By: _____
Name Title