Bismarck
AIRPORT

MEMORANDUM

DATE: June 7, 2016

TO: Mayor Mike Seminary
Commissioner Parrell Grossman
Commissioner Josh Askvig
Commissioner Nancy Guy
Commissioner Steve Marquardt

FROM: Greg Haug, Airport Director

RE: Consent Agenda Items for June 14, 2016 City Commission Meeting.

The Airport has placed three items on your consent agenda; Consider Amendment 2 to the July 31, 2015 agreement with Twin City Tire Co. Inc., d/b/a Avis Rent-A-Car, approval of Airport Sponsor Certifications and approval of a Federal Aviation Administration (FAA) land lease extension.

The first consent agenda item is to consider Amendment 2 to the July 31, 2015 agreement with Twin City Tire Co. Inc., d/b/a Avis Rent-A-Car (enclosure 1). The amendment corrects errors in the agreement, so that the agreement accurately reflects the bid proposal submitted.

The second consent agenda item is approval of Airport Sponsor Certifications. Periodically, Airport Staff sends the Board Airport Sponsor Certifications for approval prior to issuance of Federal Aviation Administration (FAA) grants. The certifications are updated by FAA from time to time and need to be re-signed so that grant offers can be reviewed and accepted as appropriate by the City without processing delays. The Board last approved Terms and Conditions and Airport Sponsor Certifications June 9, 2015.

FAA will require this set of Sponsor Certifications be signed as an integral part of the next Airport Improvement Program grant documents issued. The Board last approved Terms and Conditions and Airport Sponsor Certifications June 9, 2015. City Attorney Charlie Whitman has reviewed the new certification documents. Staff asks that the Airport Sponsor Certifications at enclosure 2 be approved.

The third item is approval of a FAA land lease extension. The City entered into a lease with the FAA for a parcel effective October 1, 2012. The lease was for five years and two separate five year extension periods. The first five year term will end September 30, 2017. FAA has asked for the first five year extension (October 1, 2017 to September 30, 2022). Staff recommends approval of the extension request and the Supplemental Agreement SLA-1 at enclosure 3.

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2200 TERMINAL BOULEVARD, SUITE 225B PO BOX 991 BISMARCK, ND 58502-0991 [T] 701-355.1808 [F] 701-221.6886 www.bismarckairport.com

As always, I am available to answer any questions you may have at 701-355-1808.

Enclosures:

1. Amendment 2 to the July 31, 2015 Agreement with Twin City Tire Co. Inc., d/b/a Avis Rent-A-Car
2. Sponsor Certifications dated 1/16
3. FAA lease Supplemental Agreement SLA-1

ON JUNE 14 2016
AGE-D4

CONTRACT REVIEW FORM

DEPARTMENT

Contract between the City of Bismarck and TWIN CITY TIRE COMPANY, dba AVIS Rent a car

Purpose of Contract: Amendment 2 TO THE 073115 AGREEMENT (CAR RENTAL CONCESSION)

Contract Amount: NO CHANGE

Contract Period: no change

Funding Source: Income TO AIRPORT ENTERPRISE FUND

Project Number: (If needed, send copy to Fiscal)

Comments: CORRECTS ERRORS IN AGREEMENT

After Mayor's Signature, route to: AIRPORT

Date:

Department Head Signature:

Date:

CITY ATTORNEY

Comments:

City Attorney Signature:

Date:

FINANCE

Comments:

Director of Finance Signature:

Date:

ADMINISTRATION

City Administrator Signature:

Date:

Please send copy of completed contracts to Administration.

ENCL 1

AMENDMENT 2 TO CONCESSION AGREEMENT BETWEEN THE CITY OF BISMARCK AND TWIN CITY TIRE COMPANY, d/b/a AVIS RENT-A-CAR

This Amendment 2 to Concession Agreement Between the City of Bismarck and Twin City Tire Company, is to correct an error in the original Concession Agreement Between the City of Bismarck and Twin City Tire Company, (the "Concession Agreement") where the parties were misidentified in the first paragraph on page 1 of the Concession Agreement and to correct an inaccurate date in the third declaration on page 1 of the Concession Agreement.

1. The first paragraph of the Concession Agreement is deleted and replaced with the following language:

> RENTAL CAR CONCESSION AGREEMENT
>
> Concession Agreement, made and entered into by and between the City of Bismarck, a municipal corporation, acting through its Board of City Commissioners, hereinafter, the "City", and, Twin City Tire Company, d/b/a Avis Rent-A-Car, a North Dakota corporation authorized to do business in the State of North Dakota, having its principal offices at 1801 E. Main Avenue, Bismarck, North Dakota, 58501, hereinafter, "Concessionaire". Concessionaire's Federal Identification Number is 45-0262206. This Agreement is binding upon execution by both parties, at which time this Agreement shall be effective and the concession agreement between the City and the Concessionaire immediately preceding this Agreement ("Preceding Concession Agreement") shall cease to be effective, except with respect to Concessionaire's Minimum Annual Guarantee under the Preceding Concession Agreement, which shall continue for the Pre-Term Period described in Section 1.A, below.

2. The third declaration paragraph on page 1 of the Concession Agreement is deleted and replaced with the following language:

> WHEREAS, the Concessionaire submitted a timely Proposal to the City dated June 19, 2015, hereinafter, the "Proposal", in response to the RFP; and

All of the other terms, conditions and provisions of the Concession Agreement dated July 31, 2015, between the City of Bismarck and Twin City Tire Company, d/b/a Avis Rent-A-Car, and Amendment 1 to Concession Agreement Between the City of Bismarck and Twin City Tire Company, d/b/a Avis Rent-a-A Car not specifically amended by this Amendment 2 shall remain in full force and effect.

Dated this ____ day of June, 2016.

CITY OF BISMARCK, NORTH DAKOTA

Attest:

By: _____

Keith J. Hunke
City Administrator

By: _____

Michael C. Seminary
President, Board of City Commissioners

Dated this ____ day of June, 2016.

TWIN CITY TIRE COMPANY
d/b/a AVIS RENT-A-CAR

By: _____

By: _____

Arlys E. Haus
President

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application
49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements
Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

   ☐ Yes ☐ No ☐ N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:

   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).

   ☐ Yes ☐ No ☐ N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

   ☐ Yes ☐ No ☐ N/A

ENCL 2

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☐ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☐ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☐ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☐ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☐ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☐ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☐ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

    ☐ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
    b) Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and
    c) Prepare and retain as-built plans (Order 5100.38).

    ☐ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

    ☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____day of _____, _____.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;
   b. The sponsor's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location:
Address:

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☐ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☐ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☐ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☐ Yes ☐ No ☐ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☐ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☐ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☐ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☐ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☐ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☐ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☐ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☐ Yes ☐ No ☐ N/A

    b. Snow Removal Equipment as contained in AC 150/5220-20.

       ☐ Yes ☐ No ☐ N/A

    c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

       ☐ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

    a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

    b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

    c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

    ☐ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

    ☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____ , _____.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Real Property Acquisition
Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements
Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.

   ☐ Yes ☐ No ☐ N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.

   ☐ Yes ☐ No ☐ N/A

3. If property for airport development is or will be leased, the following conditions have been met:

   a. The term is for 20 years or the useful life of the project;

   b. The lessor is a public agency; and

   c. The lease contains no provisions that prevent full compliance with the grant agreement.

   ☐ Yes ☐ No ☐ N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

   ☐ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

   ☐ Yes ☐ No ☐ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

   a. The right of flight;

   b. The right of ingress and egress to remove obstructions; and

   c. The right to restrict the establishment of future obstructions.

   ☐ Yes ☐ No ☐ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

   a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and

   b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

   ☐ Yes ☐ No ☐ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

   ☐ Yes ☐ No ☐ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

   ☐ Yes ☐ No ☐ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

    a. No coercive action to induce agreement; and

    b. Supporting documents for settlements included in the project files.

    ☐ Yes ☐ No ☐ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

    a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and

    b. Supporting documents for awards included in the project files.

    ☐ Yes ☐ No ☐ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

    ☐ Yes ☐ No ☐ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

    ☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, _____.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☐ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☐ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☐ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☐ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
    a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
    b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

    ☐ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

    ☐ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

    ☐ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
    a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
    b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

    ☐ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

    ☐ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☐ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☐ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☐ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, _____.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☐ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☐ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of _____, _____.

Name of Sponsor:

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

ON JUNE 14, 2016
AGENDA

CONTRACT REVIEW FORM

DEPARTMENT

Contract between the City of Bismarck and FAA

Purpose of Contract: LAND LEASE EXTENSION (SLA-1) TO JULY 26, 2012 LEASE (#DTFAGL-07-L-00057)

Contract Amount: No change

Contract Period: EXTENDS 5 YR PERIOD (OCT 1, 2017 – Sept 30, 2022)

Funding Source: INCOME TO AIRPORT ENTERPRISE FUND

Project Number: (If needed, send copy to Fiscal) NA

Comments:

After Mayor's Signature, route to: AIRPORT

Date:

Department Head Signature:

Date:

CITY ATTORNEY

Comments:

City Attorney Signature:

Date:

FINANCE

Comments:

Director of Finance Signature:

Date:

ADMINISTRATION

City Administrator Signature:

Date:

Please send copy of completed contracts to Administration.

ENCL 3

U.S. Department
of Transportation
**Federal Aviation
Administration**

Central Logistics Service Area
Real Estate & Utilities Group, ALO-720

10101 Hillwood Parkway
Fort Worth, Texas 76177

JUN 0 2 2016

Timothy J. Thorsen
Assistant Airport Director
Bismarck Airport
PO Box 991
Bismarck, ND 58502

Dear Mr. Thorsen:

Subject: Lease No. DTFAGL-07-L-00057
Supplemental Lease Agreement No. 1
(BIS) Ground Lease
Bismarck, North Dakota

The Federal Aviation Administration's (FAA) Lease No. DTFAGL-07-L-00057 providing the necessary land space for a FAA owned building at 2301 University Drive, Bismarck Regional Airport, Bismarck, North Dakota which will expire by its terms on September 30, 2017.

In accordance with Article 1.B of DTFAGL-07-L-00057, the FAA hereby exercises the renewal option to extend the lease for an additional 5-year term at the same rental rate. The option term will begin October 1, 2017 and end on September 30, 2022.

Enclosed are two copies of the Supplemental Lease Agreement No. 1 to DTFAGL-07-L-00057, please have all copies signed, dated and complete the Public Authorization Certificate. Return all copies in the enclosed postage paid envelope and when received, a fully executed copy will be returned to you for your records.

If you require additional information, please contact me at 817-222-4608 or via email at Demetra.johnson@faa.gov.

Sincerely,

Demetra S. Johnson
Real Estate Contracting Officer

Enclosure (2)

U.S. Department of Transportation
Federal Aviation Administration

SUPPLEMENTAL LEASE AGREEMENT

	Building Address	
Ground Lease Agreement	**2301 University Drive**	
City	State	Zip Code
Bismarck	**North Dakota**	**58504**

The Lessor hereby leases to the Government the following described premises, including parking.

Approximately .686 acres of land space, on a parcel in the northwest quadrant of the Bismarck Regional Airport, Bismarck, North Dakota, Lot 4 Block 5, located in the County of Burleigh, State of North Dakota, hereinafter referred to as the premises:

Part of the East half (E1/2) of Section Fifteen (15). Township One Hundred Thirty-Eight (138) North, Range Eighty (80), West of the 5th principal meridian, Burleigh County, North Dakota, more fully described as follows:

Commencing at a found 3/8 inch I.D. iron pipe set at the South one quarter corner of said Section 15; thence North 0° 28 ′ 06 ″, East a distance of 2517.26 feet; thence South 89° 31′ 04″, East a distance of 601.30 feet; thence North 0° 28′ 56″, East a distance of 90.00 feet to the point of beginning; thence continuing North 0° 28′ 56″, East a distance of 130.00 feet; thence North 89° 31′ 04″, West a distance of 230.00 feet to the point of beginning; said parcel containing 29,900 square feet of land.

The basis of bearings is the south line of said section 15 bearing North 0° 00′ 00″, West.

THIS AGREEMENT, made and entered into and between, CITY OF BISMARCK, NORTH DAKOTA, a municipal corporation, whose interest in the property hereinafter called the Lessor, hereby referred to as LESSOR, and the UNITED STATES OF AMERICA, herein after called the Government or FAA:

WHEREAS, on November 28, 2012, the City of Bismarck and the Government entered into Lease No. DTFAGL-07-L-00057 for the consideration and purpose more particularly stated in said lease; and

WHEREAS, said lease expires September 30, 2017 and the Government has a continuing need for the leased premises; and

WHEREAS, Article 1.B. of said lease provides for two separate five-year extensions that may be granted with mutual consent of the City and the Government, and

WHEREAS, the parties hereto agree to exercise one five-year extension.

Now therefore, these parties covenant and agree to extend the term of the lease from October 1, 2017 through September 30, 2022 inclusive, at the same rental rate.

All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor ☒is, ☐is not required to sign this document and return 2 copies to the issuing office.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

CITY OF BISMARCK, NORTH DAKOTA

BY _____ _____

Signature | Title | Date

UNITED STATES OF AMERICA

BY _____ Real Estate Contracting Officer

Demetra S. Johnson | Title | Date

PUBLIC AUTHORIZATION CERTIFICATE

If agreement is made with a State, County, Municipality, or other public authority, the following certificate shall be executed by an authorized official:

I _____ (Name) certify that I am the _____ (Title) of the _____ (State, County, Municipality or other Public Authority) named in the foregoing agreement; and that _____ (Name) who signed said agreement on behalf of the _____ (State, County, Municipality or other Public Authority) was then _____ (Title) of said _____ (State, County, Municipality or other Public Authority);

that said agreement was duly signed for and on behalf of _____ (State, County, Municipality or other Public Authority) by authority of its governing body, and is within the scope of its powers.

Signed_____

Seal of Authority