



Bismarck Airport

DATE: June 21, 2022

FROM: Gregory Haug, Airport Director

ITEM: Receive and Consider bids for Bridge and Debris Removal and Disposal.

REQUEST:

Receive and Consider bids for Bridge and Debris Removal and Disposal.

Please place this item on the June 28, 2022, City Commission meeting agenda.

BACKGROUND INFORMATION:

Bismarck Airport is removing a small vehicle bridge on Apple Creek (Enclosure 1). The bridge condition has deteriorated so that it is not safe. Replacement is not cost effective. The project includes removal of the bridge including wooden deck, pillars (wooden and concrete), concrete piers and cabling. The contractor will remove all debris and dispose of the bridge and debris off site. The Contractor shall have the Prerequisites to Final Completion completed on or before November 30, 2022. Staff advertised the project and opened bids at 4 PM on June 20, 2022. Strata Corporation was the low bidder with a bid of \$59,875.00 (Enclosure 2). The agreement for this project is at Enclosure 3. The funds for the Bridge and Debris Removal and Disposal are budgeted in the approved Airport spending plan. Staff plans to apply for 50% of the project cost in the 2023 by the North Dakota Aeronautics Commission grant request.

RECOMMENDED CITY COMMISSION ACTION:

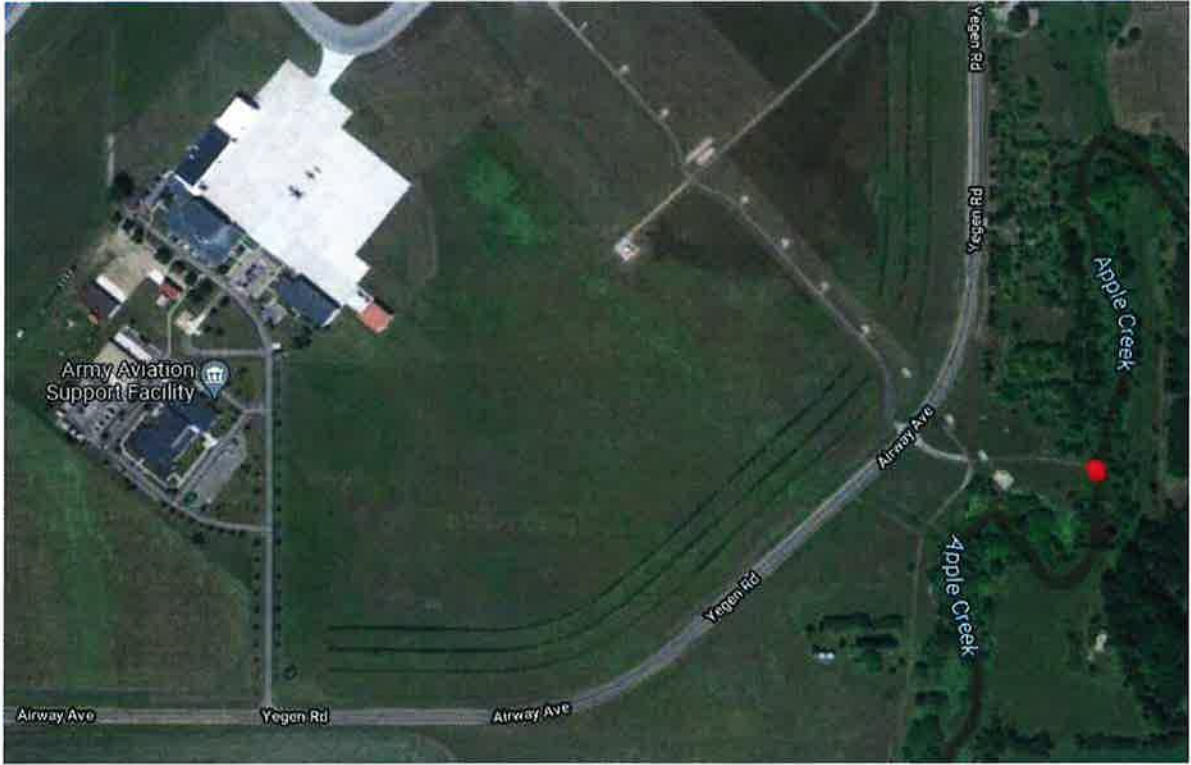
Accept the bids, award to low bidder Strata Corporation for \$59,875.00 and authorize staff to enter into the agreement at Enclosure 3.

STAFF CONTACT INFORMATION:

Greg Haug | Airport Director | 701-355-1808 | ghaug@bismarcknd.gov

Enclosure

1. Location Diagram
2. Bid Tabulation
3. Agreement



ENCL 1

Bridge and Debris Removal Bid Tabulation

6/20/2022

	Company	License	Bid Bond	Signature	Item 1 - Bridge Removal	Total	Remarks
1.	Weisz and Sons	✓	✓	✓	\$ 77,000.00	\$ 77,000.00	
2.	Strata Corporation	✓	✓	✓	\$ 59,875.00	\$ 59,875.00	

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

AGREEMENT

Name: _____, Address: _____, Phone: _____, and the City of
Bismarck ("**City**"), agree as follows:

1. Work

The **Bidder** will complete the work as specified in the Bid Specifications supplied by the **City**. These instructions to bidders include, the Invitation to Bid, the Instructions to Bidder, the Procurement Specification and the Contractor's Bid are all included in and made a part of this contract. The work generally includes the removal and disposal of the bridge and surrounding debris at the Bismarck Airport.

2. Payment

In exchange for the work, the **City** will pay the **Bidder** exactly _____ (\$ _____) upon completion and acceptance of the work unless this amount is changed by a written change order signed by both parties.

3. Completion

The work may start on or before a date specified in a written notice to proceed but must be completed by _____. In the event the work is not completed by _____, the parties agree that time is of the essence of this agreement and that the **City** will suffer financial loss if the completion date is not met. The parties agree that \$50 per day is a reasonable estimate of actual damages, but not a penalty, for each day the work remains uncompleted past the completion date unless that date is extended or forgiven in writing by the **City**.

4. Supervision

The **Bidder** is solely responsible for all supervision of the work including choices of the construction method and materials, personnel and subcontractors. The **City** shall have no responsibility with regard to these matters.

5. Contractor Representations

Bidder represents that it has:

- A. Studied all documents regarding the work including all specifications provided by the **City**.
- B. Considered all information available and is aware of the nature and scope of the work.

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

C. Given the **City** notice of any and all conflicts, errors or discrepancies that **Contractor** has discovered in the contract documents.

6. Assignment

This agreement may not be assigned except with the written permission of the **City**.

7. Performance and Payment Bond

Performance and payment bonds are not required for this project.

8. Required Civil Rights Provisions (See Attachment A)

- A. Civil Rights – General
- B. Civil Rights- Title VI Assurances
 - i. Notice – Solicitation
 - ii. Clause- Contracts
 - iii. List- Pertinent Authorities
 - iv. Clause- Transfer of US Property
 - v. Clause- Transfer of Real Property
 - vi. Clause- Construct/Use/Access to Real Property

9. Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Federal Agency with Enforcement Responsibilities	Requirement
U.S. Department of Labor – Wage and Hour Division	Federal Fair Labor Standards Act (29 USC 201)

10. Occupational Safety and Health Act of 1970

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

11. Suspension or Debarment

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

12. Texting When Driving

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

13. Trafficking In Persons

You as the Contractor your employees under this award, and subrecipients’ employees may not

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - B. Procure a commercial sex act during the period of time that the award is in effect;
 - or
 - C. Use forced labor in the performance of the award or subawards under the award.
- The City Of Bismarck as the Owner may unilaterally terminate this award, without penalty, if you or a subrecipient
- D. Is determined to have violated a prohibition in paragraph A of this award term; or
 - E. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
 - F. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
 - G. Our right to terminate unilaterally that is described in paragraph A of this section:

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
- ii. is in addition to all other remedies for noncompliance that are available to the Owner under this award through the Cares Grant.

14. Certification

The **Bidder** agrees and certifies, to the best of its knowledge and belief that it and its principals:

- A. Have not, within a three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense including but not limited to a violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, immigration violations, or receiving stolen property in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract;
- B. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in subparagraph B of this certification; and
- C. Have not within a three-year period preceding this certification had one or more public contracts (Federal, state, or local) terminated for cause or default. The bidder or proposer also certifies that, if it later becomes aware of any information contradicting the statements above, it will promptly provide the information to the **City**.

15. Contract Documents

The contract documents which comprise the entire agreement between **OWNER** and **CONTRACTOR** concerning the production of the loader consist of the following:

- 1. Instruction To Bidders
- 2. Specification
- 3. Contractor's Bid Proposal
- 4. Notice of Award
- 5. Contract
- 6. Bid Bonds
- 7. Attachment A, Required Civil Rights Provisions
 - A. Civil Rights – General
 - B. Civil Rights- Title VI Assurances
 - i. Notice – Solicitation
 - ii. Clause- Contracts
 - iii. List- Pertinent Authorities
 - iv. Clause- Transfer of US Property

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

- v. Clause- Transfer of Real Property
 - vi. Clause- Construct/Use/Access to Real Property
8. Attachment B Minimum Insurance Requirements

There are no contract documents other than those listed above in this Paragraph.

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year
written below.

CITY OF BISMARCK

Date: _____

RECOMMENDED APPROVAL TERMS
AND CONDITIONS BY:

APPROVED AS TO FORM AND
LEGALITY BY:

Gregory B. Haug
Airport Director

Jannelle Combs
City Attorney

ATTEST:

CITY OF BISMARCK, NORTH DAKOTA

Keith J. Hunke
City Administrator

Steven Bakken, President
Board of City Commissioners

COMPANY

Date: _____

ATTEST:

Signature

Signature

Printed Name

Title

Printed Name

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

Attachment A
Civil Rights Provisions

1. Airport and Airway Improvement Act of 1982, Section 520 - General Civil Rights Provisions

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure 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 binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; 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.

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

2. Civil Rights Act of 1964, Title VI – Contractor Contractual Requirements

A. Title VI Solicitation Notice

(Source: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

B. Title VI Solicitation Notice:

The City of Bismarck, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. Title VI Clauses for Compliance with Nondiscrimination Requirements

(Source: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

Compliance with Nondiscrimination 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:

- A. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- C. 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will 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 to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

5. Clauses for Deeds Transferring United States Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the *(Title of Recipient)* will accept title to the lands and maintain the project constructed thereon in accordance with the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), the regulations for the administration of the University Transportation Centers Program, and the policies and procedures prescribed by the Office of the Secretary of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim, and convey unto the *(Title of Recipient)* all the right, title and interest of the U.S. Department of Transportation in and to said lands.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto *(Title of Recipient)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *(Title of Recipient)*, its successors and assigns.

The *(Title of Recipient)*, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over,

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

or under such lands hereby conveyed [,] [and]* (2) that the *(Title of Recipient)* will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].

6. Clauses For Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *(Title of Recipient)* pursuant to the provisions for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, *(Title of Recipient)* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the *(Title of Recipient)* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities

**BRIDGE AND DEBRIS REMOVAL AND DISPOSAL
BISMARCK AIRPORT
BISMARCK, NORTH DAKOTA**

will there upon revert to and vest in and become the absolute property of the (*Title of Recipient*) and its assigns.

7. Clauses for Construction/Use, Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Title of Recipient) pursuant to the provisions for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above of the above Non-discrimination covenants, (*Title of Recipient*) will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (*Title of Recipient*) will there upon revert to and vest in and become the absolute property of (*Title of Recipient*) and its assigns.

Attachment B
Minimum Insurance Requirements

The limits of liability for the insurance required by Paragraph 5.4 of the General Conditions (including subparagraphs 5.4.1 through 5.4.13) shall provide coverage for not less than the following amounts or greater where required by law.

Workers' Compensation, etc.:

- | | | |
|-----|--|-----------|
| (1) | State: | Statutory |
| (2) | Applicable Federal
(E.g. Longshoreman's): | Statutory |
| (3) | Employer's Liability: | \$100,000 |

Comprehensive General Liability:

- | | | |
|-----|------------------|-----------------|
| (1) | Bodily Injury: | |
| | \$1,000,000 | Each Occurrence |
| | \$1,000,000 | Aggregate |
| (2) | Property Damage: | |
| | \$1,000,000 | Each Occurrence |
| | \$1,000,000 | Aggregate |

Comprehensive Automobile Liability:

- | | | |
|-----|------------------|-----------------|
| (1) | Bodily Injury: | |
| | \$1,000,000 | Each Person |
| | \$1,000,000 | Each Accident |
| (2) | Property Damage: | |
| | \$1,000,000 | Each Occurrence |

The Contractor has the option of choosing a \$1,000,000 Umbrella Policy.

Special endorsements on the certificate of insurance in a form acceptable to the City are as follows:

- (1) This Certification shall also include a waiver of subrogation clause in favor of the City of Bismarck.
- (2) A clause naming the City of Bismarck and its elected and appointed officials, agents, and employees as additional insureds.
- (3) "No cancellation or change in the policy shall become effective until after thirty (30) days notice by registered mail to the Airport Manager, Bismarck Airport, PO Box 991, Bismarck, ND 58502.