



## Bismarck Airport

**DATE:** June 21, 2022  
**FROM:** Gregory Haug, Airport Director  
**ITEM:** Approve lease agreement with ARINC

**REQUEST:**

Approve the lease agreement between City of Bismarck and ARINC

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

**BACKGROUND INFORMATION:**

Bismarck Airport has had a lease with ARINC since 2007. The purpose of the lease is to provide ARINC space within an airport building to install, maintain and operate an air to ground radio system. Recently, ARINC requested authorization to install a second radio system which required adjustments to the lease. The updated lease is for a five year period, adds the necessary language to allow ARINC to add the second radio system and provides the airport with \$1,855 in annual revenue.

**RECOMMENDED CITY COMMISSION ACTION:**

Approve the ARINC lease agreement.

**STAFF CONTACT INFORMATION:**

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

Enclosure

1. Agreement between City of Bismarck and AIRINC

Communications Site Lease

This agreement is entered into on \_\_\_\_\_ by and between the Lessor, City of Bismarck (hereinafter, "Lessor"), and the Lessee, Aeronautical Radio Inc. (hereinafter, "Lessee").

WITNESSETH:

WHEREAS, the Lessee desires to use certain property for the purpose of maintaining certain communications facilities; and WHEREAS, the Lessor has certain space available for use in connection with such certain communications facilities;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. **PREMISES:** The Lessor hereby leases unto the Lessee and the Lessee hereby hires from the Lessor for a period, that certain piece of property located in Building 14 (ARFF Station), (see Exhibit A) consisting of approximately ten (10) square feet of space plus such ancillary space as required for antenna, antenna transmission line, and control cables
2. **TERM:** . The term of agreement is five (5) years commencing on September 1, 2022 and expiring on August 31, 2027.
3. **CARRYOVER:** Should this lease not be renewed by the expiration date stipulated in Paragraph 2 above, the lease shall continue on a year-to-year basis until such time as a new lease can be negotiated unless either party gives the other party ninety (90) days advance written notice of cancellation.
4. **RENT:** The Lessee agrees to pay in advance to the Lessor as rent for the use and occupancy of said premises and for the rights and privileges appurtenant

thereto during the term of this lease the sum of: \$1,855.00 per year. Payments will be paid by Lessee within 30-days upon receipt of an invoice from Lessor.

- Year One: September 1, 2022 to August 31, 2023: \$1,855.00

5. **ADJUSTMENT OF RENT:**

- A. Commencing on September 1, 2023 and during the remainder of the term of this Agreement and any carryover annual periods, the annual rent payable hereunder shall be adjusted each year by multiplying the annual rent payable in the next preceding year of the term of this Agreement by a fraction, the numerator of which shall be the C.P.I. (as hereinafter defined) published for the month of July of the year in which such adjustment is made and the denominator of which shall be the C.P.I. published for the month of July of the calendar year in which the last preceding such adjustment was made (the adjustment made on September 1, 2023 shall use the CPI published for the month of July 2023). The computed rent adjustment will be effective September 1 of the current calendar year. In no event shall the annual rent payable under this Article 4 be less than the amount for the last adjusted period.
- B. The term "C.P.I." as used herein shall mean the Consumer Price Index for all Urban Consumers, all items, Selected Large Cities, National Index, published by the Bureau of Labor Statistics of the United States Department of Labor, 1982-84 base = 100. In the event the base year is changed, the C.P.I. shall be converted to the equivalent of the base year 1982-84 = 100.

6. The Lessor warrants that the Lessor has a good title to said premises and guarantees Lessee against any disturbance of its possession hereunder because of any defects, or claimed defects, in Lessor's title. Lessee shall not be responsible for pre-existing/unsafe environmental conditions.
7. The Lessee shall have the right during the term of this lease, and any extension or renewal thereof, to occupy and use said premises to locate, maintain and operate on said premises two (2) full and complete radio receiving and transmitting stations including required appurtenances such as cabinets, shelves, conduits, wires cables and antenna.
8. During the installation of equipment and the occupancy thereon, the Lessee will not make any holes, punctures, cuts, or penetrations through any surfaces, including walls, ceilings, roofs, plenums, doors, or windows without the approval of the Airport Director or Designee. Such approval will not be unreasonably withheld; however, such approval is required in order to assure that the architectural integrity of the facility is maintained.
9. All equipment and appurtenances defined in paragraph 1 shall be considered as equipment belonging to the Lessee. As such, the Lessee shall have the right at any time prior to ninety (90) days after the termination of the Lease for any cause, to remove at the Lessee's expense from said premises any and all items referred to in paragraph 1. If the Lessee does not remove said equipment by the end of such ninety (90) day period, the Lessor may remove said equipment at the Lessee's expense. If said equipment is not reclaimed by the Lessee within 180 days after the termination of the Lease for any cause,

title to said equipment shall revert to the Lessor which may dispose of said equipment in any manner which benefits the Lessor. Upon removal of said equipment, the Lessee will be responsible for assuring that necessary patching, repairing, or replacing of material is accomplished so as to restore any architectural or design integrity of the terminal building which may have been disturbed as a result of installing and operating said equipment.

10. The Lessee may not sublet all or any portion of said premises for radio communications or any other purpose without the written or express permission of the Lessor; such permission shall not be unreasonably withheld. Lessee shall have the right to perform any of the following acts without requesting or obtaining Lessor's approval:

- Transfer the Premises or any portion thereof to any "affiliate company." An "affiliate company" shall mean, any corporation, partnership or other business entity under common control and ownership with the Lessee, or with the parent or any subsidiary of the Lessee.
- Merge into or consolidate with any corporation, provided that, following such merger or consolidation, the resulting surviving entity shall have a net worth at least as great as that of the Lessee.
- No sale of all or any of the shares of Lessee shall be considered as a transfer or assignment of this lease which shall require the approval of the Lessor.

11. The Lessee is responsible for compliance with directives published by the Federal Communications Commission and the Federal Aviation Administration including, but limited to license requirements, technical standards, and airspace requirement specified by Federal Aviation Regulations.

12. If, during the term of this lease, the Lessee shall be prevented by municipal, county, state, federal, or other legal authority from maintaining or operating a radio transmitting or receiving station on said premises or from using radio transmitting and receiving equipment as contemplated in this lease, or if the premises should otherwise become unsuitable for communications facilities, then, and in such event, either the Lessee or the Lessor shall have the right and may cancel this lease as of and from the day such interference is determined to exist. From and after exercise by either party of this option to cancel this lease, and upon compliance of the provisions of Paragraph 6 of this lease, and the surrender of possession of the premises to the Lessor, all parties hereto shall be relieved of any further obligation hereunder, and the Lessor shall refund, on a prorated basis, any rent which may have been paid in advance.
13. The Lessor shall at all times grant the Lessee the right of ingress and egress to and from the premises. Right of ingress and egress are subject to compliance with Transportation Security Administration Regulation 1542 and the Airport Security Program as they may be amended from time to time.
14. The Lessor shall pay for the following utilities: ambient heating and cooling, existing lights, and electricity to the extent of 110VAC, 15 amperes, single phase circuitry. The Lessee shall pay for: any telephone, computer, or other land line utilities, which may be required for this installation or operation.
15. Upon Lessee's request Lessor will provide personnel to perform certain routine and emergency maintenance for the Lessee's equipment described herein and located as described in Paragraph 1 and Exhibit A. It is understood that

Lessor's personnel are not trained radio technicians and, therefore, such maintenance actions are limited to replacement of easily identifiable modules, resetting of circuit breakers, replacement of fuses, and relaying status information to the Lessee. The Lessee indemnifies and holds Lessor harmless from any liability arising out of performance of services under this maintenance agreement, unless caused by negligence of Lessor. Lessee will provide all supplies and parts for such services and the Lessor will bill the Lessee, no later than the end of the month for any month in which such services were performed at the rates established in the City of Bismarck's Fees and Charges - Airport.

16. This lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
17. Federal law requires that certain agreement provisions must be incorporated into all airport agreements. These federally required agreement provisions are hereby incorporated herein (Attachment A) and made a part of this agreement and the contractor agrees to the following:
  - A. Civil Rights – General
  - B. Civil Rights Title VI Assurances
    - i. Notice - Solicitation
    - ii. Clause - Contracts
    - iii. Clause – Transfer of U.S. Property
    - iv. Clause – Transfer of Real Property
    - v. Clause - Construct/Use/Access to Real Property
    - vi. List – Pertinent Authorities
  - C. Federal Fair Labor Standards Act
  - D. Occupational Safety and Health Act

18. All notices hereunder shall be given in writing by regular mail addressed to the Lessor:

Airport Director  
Bismarck Airport  
P.O. Box 991  
Bismarck, ND 58502-0991

And to the Lessee:

Aeronautical Radio, Inc.  
2551 Riva Road, MS 5-1B35  
Annapolis, MD 21401  
Attention: Real Estate Services  
(Telephone: 410-266-4066/4921)

Or to other such address(es) as may be designated in writing by the Parties.

19. This agreement contains the entire communications site agreement between the parties hereto.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and have set their hands hereto the day and year first above written.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

**Aeronautical Radio Inc.**

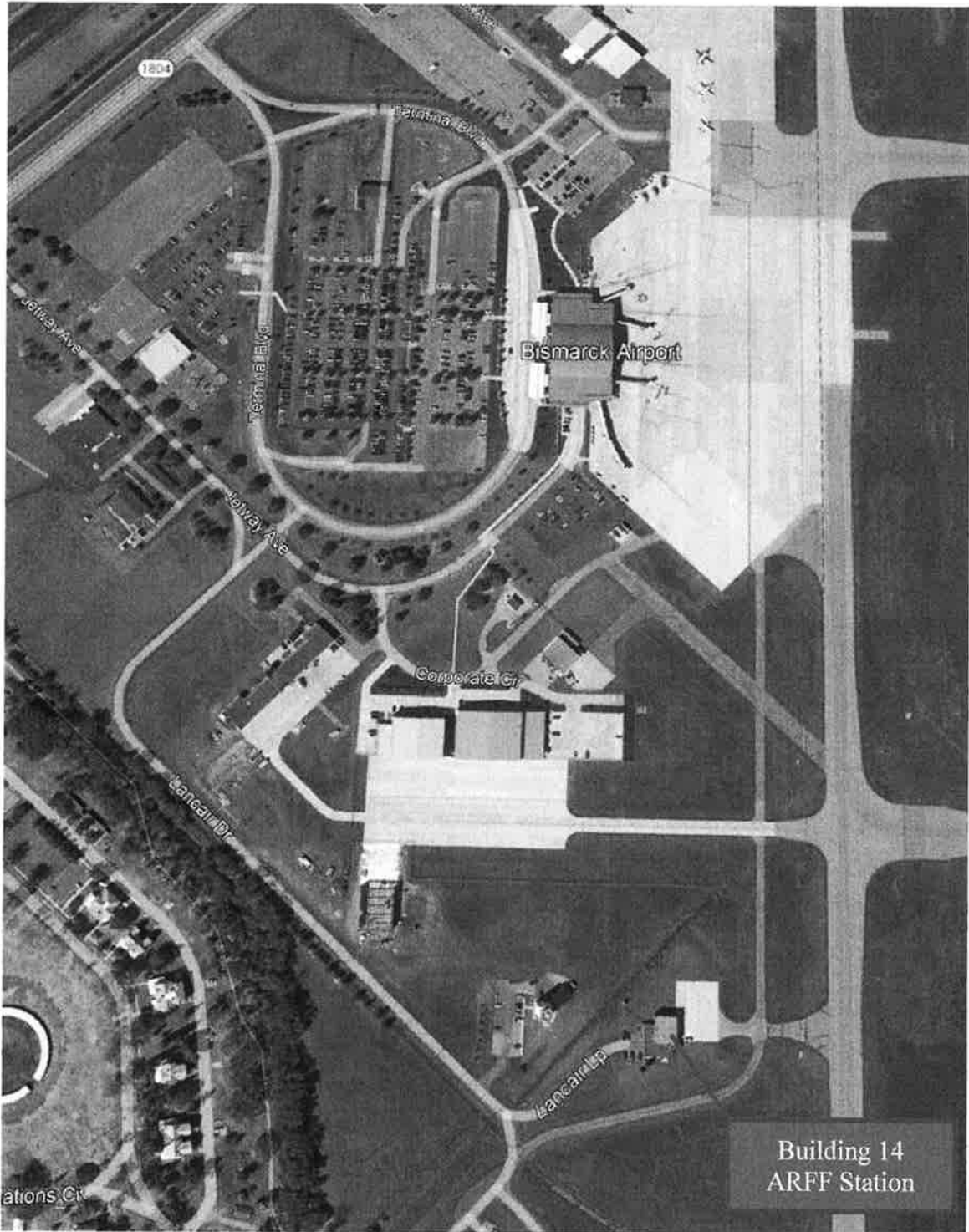
ATTEST:	CORPORATE OFFICIAL:
NAME: _____	NAME: _____
TITLE _____	TITLE: _____

**CITY OF BISMARCK**

ATTEST:	CITY OFFICIAL:
_____ KEITH HUNKE CITY ADMINISTRATOR CITY OF BISMARCK	_____ Michael T. Schmitz PRESIDENT BOARD OF CITY COMMISSSIONERS

RECOMMEND APPROVAL	APPROVED AS TO FORM
_____ GREGORY B HAUG DIRECTOR BISMARCK AIRPORT	_____ JANNELLE R.S. COMBS CITY ATTORNEY CITY OF BISMARCK

EXHIBIT A – PREMISES MAP



## 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.

### 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 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 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);
- 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);

- 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, 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 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.

**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.

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

**Occupational Safety and Health Act of 1970**

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.

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