# STATE OF ASSOCIATION OF ASSOCIATION

#### **ROCK COUNTY DEPARTMENT OF PUBLIC WORKS**

Airport

Highways

Parks

3715 Newville Road, Janesville, WI 53545 Phone: (608)757-5450 Fax: (608)757-5470 www.co.rock.wi.us

#### AGENDA

AMENDED: 5/19/17

Public Works Committee Meeting – Airport, Parks, and Highway Tuesday, May 23, 2017 at 8:00 a.m. Southern Wisconsin Regional Airport – Voyager Room 1716 W. Airport Rd. Janesville, WI 53546

- 1) Call to Order
- 2) Approval of Agenda
- 3) Citizen Participation, Communications, and Announcements
- 4) Resolution
  - a. Confirmation of Appointment of Public Works Director

#### 5) AIRPORT BUSINESS

- a. Consider Approval of Facility Use Contract with Sonic Boom
- b. Consider Request from Illinois Army National Guard to Use the Airport for Refueling Operations on June 4<sup>th</sup> and 23<sup>rd</sup>, 2017
- c. Consider Approval of Resolution Authorizing Replacement of Medium Intensity Lighting System and Amending the Airport's 2017 Budget
- d. Discussion and Possible Approval of Storm Water Study Results (Information will be handed out at meeting)
- e. Consider Approval of FAA Requirement for 2017 Federal Funding Certifications
- f. Airport Accounts Receivables
- g. Next Meeting Date: Tuesday, June 27, 2017 at 8:00 a.m.
- h. **Executive Session:** Pursuant to Sec. 19.85(1)(e), Wis. Stats., to discuss options for obtaining an operator for the restaurant at the Southern Wisconsin Regional Airport including establishing minimum lease requirements and other bargaining incentives available.
- 6) Adjournment

-	RESOLUTION NO	AGENDA NO
	RESOLUT ROCK COUNTY BOARD	
	Public Works Committee INITIATED BY	Amy Spoden, HR Manager DRAFTED BY
	Public Works Committee SUBMITTED BY	May 15, 2017 DATE DRAFTED
	CONFIRMATION OF AI PUBLIC WORKS	
1 2	WHEREAS, the position of Public Works Director is o	currently vacant; and,
3 4 5	WHEREAS, the County has conducted a recruitment and,	effort to fill the job of Public Works Director;
6	WHEREAS, the candidates were screened with the mo	st qualified being interviewed; and,
8 9 10	WHEREAS, the County Administrator has appoint recommended by the Public Works Committee.	ted Duane M. Jorgenson, Jr., who has been

NOW, THEREFORE, BE IT RESOLVED, that the Rock County Board of Supervisors assembled this \_\_\_\_\_\_\_\_, 2017, confirms the appointment of Duane M. Jorgenson, Jr., as Public Works Director in accordance with the attached conditions of employment.

Respectfully Submitted,

Betty Jo Bussie, Chair

Brent Fox, Vice Chair

Eva Arnold

Brenton Driscoll

Rick Richard

PUBLIC WORKS COMMITTEE

COUNTY BOARD STAFF COMMITTE	E			
J. Russell Podzilni, Chair	_			
Sandra Kraft, Vice Chair				
Eva Arnold				
Henry Brill	_			
Betty Jo Bussie	_			
Mary Mawhinney	_			
Louis Peer	-			
	•			
Alan Sweeney				
Terry Thomas	_			
LEGAL NOTE:				
County Board is authorized to take this ac	tion Pursuant to 59	.22(2), Wis. Stats		
X. Kythet				
Jeffrey S. Kuglitsch Corporation Counsel				
Corporation Country				
FISCAL NOTE:				
	orks budget			
There are sufficient funds in the Public W				
There are sufficient funds in the Public W				
There are sufficient funds in the Public W				
MOje Sherry Oja				
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MOµ Sherry Oja Finance Director			·	
MOM Sherry Oja Finance Director  ADMINISTRATIVE NOTE:				
There are sufficient funds in the Public W  Sherry Oja Finance Director  ADMINISTRATIVE NOTE:  Recommended.				

County Administrator

#### COUNTY OF ROCK, WISCONSIN

#### **Employment Services Agreement**

THIS AGREEMENT, made and entered into by and between the County of Rock (hereinafter referred to as "EMPLOYER") and <u>Duane Jorgenson</u> (hereinafter, "EMPLOYEE"),

#### WITNESSETH:

WHEREAS EMPLOYER whose address is c/o County Administrator, 51 South Main Street, Janesville, WI 53545, desires to obtain the services of EMPLOYEE to serve as Rock County's Public Works Director; and

'WHEREAS EMPLOYEE, whose current address is 1438 S Orchard St, Janesville, is able and willing to serve as Rock County's Public Works Director;

NOW, THEREFORE, in consideration of the above promises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, EMPLOYER and EMPLOYEE do agree as follows:

- 1. CONDITIONS OF EMPLOYMENT; GENERAL PROVISIONS. Employment of EMPLOYEE is subject to the general supervision and shall be conducted pursuant to the orders, advice and direction of the County Administrator and be governed by the terms and conditions of Chapter 18 of the Rock County Ordinance, except as to the terms and conditions that are herein modified. Employment is further subject to EMPLOYEE's compliance with and implementation of policies established from time to time by EMPLOYER in the exercise of its lawful authority. EMPLOYEE shall perform such other duties as are customarily performed by one holding the same or similar positions in other governmental organizations or businesses which provide similar services. EMPLOYER reserves to the County Administrator the right to require EMPLOYEE to render such other and unrelated services and duties as may be assigned from time to time by the County Administrator.
- 2. DUTIES OF EMPLOYEE; GENERAL PROVISIONS. EMPLOYEE agrees to perform lawfully, faithfully, industriously, competently, dutifully and to the best of EMPLOYEE's ability, all of the duties that may be required of EMPLOYEE pursuant to the express or implied terms of this agreement, to the level of satisfaction that the County Administrator may reasonably require.
- 3. DUTIES OF EMPLOYEE; JOB DESCRIPTION. The duties of EMPLOYEE shall include but not be limited to those expressly stated or implied in the job description for the position, as may be revised from time to time by EMPLOYER as circumstances change, and as set forth in applicable state statutes. This paragraph is further subject to the right of assignment reserved to the County Administrator, as set forth in paragraph 1 hereof.
- 4. DUTIES OF EMPLOYEE, OFFICIAL ACTS OF COUNTY BOARD. The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in the ordinances, resolutions or motions of EMPLOYER's county board or any of its committees acting within the scope of their lawful authority.
- 5. DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY ADMINISTRATOR. The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in orders, directives, or rules of the County Administrator.

- 6. TERM OF AGREEMENT. The term of this agreement shall be a period commencing at 12:01 a.m., Friday, May 26, 2017, and expiring as of Midnight, January 3, 2018, unless earlier terminated under other provisions of this agreement or by operation of law.
- 7. NONRENEWAL OF AGREEMENT. At its expiration this agreement shall not be considered renewed unless extended in writing by mutual agreement of the parties. If it is the County Administrator's intention not to renew this agreement, the County Administrator will attempt to give EMPLOYEE three (3) months advance written notice of the intent not to renew this agreement, provided, however, that failure to give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment beyond the expiration date of this agreement. The County Administrator may extend EMPLOYEE's employment on a month-to-month basis for a period not to exceed 3 months, pending renewal of this agreement.
- 8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS. EMPLOYEE shall at all times observe and comply with all ethical obligations imposed or required by constitution, statute, ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the duties and responsibilities of public officials. During normal work hours EMPLOYEE shall at all times devote all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the EMPLOYER, and EMPLOYEE shall never use EMPLOYEE's position or confidential information gained in such work position for EMPLOYEE's personal gain, either directly or indirectly.
- 9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION. EMPLOYEE shall not at any time or in any manner, either during the term of this agreement or thereafter, either directly or indirectly divulge, disclose or communicate to any person any confidential information gained in the performance of EMPLOYEE's duties except as otherwise required or compelled by law.
- 10. EMPLOYEE'S RESPONSIBILITIES, EXCLUSIVE EMPLOYMENT. EMPLOYEE agrees to remain in the exclusive employ of EMPLOYER throughout the term of this agreement. The term "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which is performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject to prior approval of the County Administrator.
- 11. HOURS OF WORK. The usual and customary hours of business of EMPLOYER are from 8:00 a.m. to 5:00 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall have as a condition of employment a job to perform and shall work such hours as are necessary to accomplish the tasks assigned to EMPLOYEE.
- 12. EVALUATION AND GOALS. At least annually, the County Administrator or his or her designee shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for both EMPLOYEE and EMPLOYER.
- 13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY. EMPLOYEE shall not have the right to make contracts or commitments for or on behalf of EMPLOYER except as expressly authorized in advance by statute, ordinance, or express written consent of EMPLOYER.
- 14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION. EMPLOYER shall pay EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services, direct compensation at a rate provided for in the Unilateral Pay Plan for the position occupied by the EMPLOYEE.
- 15. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES. EMPLOYER shall reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in accordance with Rock County ordinances and regulations on reimbursement of expenses, provided that EMPLOYEE complies with all applicable provisions of law and Rock County ordinances and procedures prior to incurring or claiming reimbursement for such expenses. It is expressly

understood that prior approval of the County Administrator is required for attendance at conferences held outside of Wisconsin and that attendance is further subject to the rules, regulations and ordinances applicable to managerial employees employed by the EMPLOYER.

- 16. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS. Except as otherwise set forth in this agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of EMPLOYER, on the same terms as these are made available to non-represented managerial and professional employees of EMPLOYER.
- 17. VACATION. EMPLOYEE shall receive twenty (20) days of vacation annually. Carry-over of unused vacation shall be allowed under such conditions as are contained in the Rock County Personnel Policy.
- 18. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX PURPOSES. The direct financial compensation paid EMPLOYEE under this Agreement shall be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed to participate in EMPLOYER's deferred compensation program(s) and Section 125 Flexible Spending Account, at EMPLOYEE's option and to the extent permitted by law.
- 19. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION. This agreement may be terminated by EMPLOYEE on 30-days' written notice to the County Administrator. Any such notice, once accepted by the County Administrator, may not be withdrawn or rescinded. The fact that the County Administrator has asked EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by, the County Administrator. Accrued but unused vacation and holiday time shall be paid out to EMPLOYEE upon resignation, provided sufficient notice as required above is received.
- 20. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT WILL. This agreement may be terminated, or any obligation of EMPLOYER under this agreement may be suspended, by the County Administrator at any time during its term, in the sole discretion of the County Administrator. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who shall have no remedy or recourse in the event of disciplinary action, up to and including discharge.
- 21. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR DISCIPLINARY ACTION. All disciplinary action shall originate from the County Administrator and be accomplished by the County Administrator.
- 22. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS. EMPLOYER shall indemnify, defend and hold harmless EMPLOYEE, in accordance with the requirements of s. 895.46, Wis. Stats. EMPLOYER reserves the right to compromise or settle any such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether EMPLOYEE consents thereto.
- 23. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation. It is expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and obligations.
- 24. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this agreement are severable from all other parts and invalidity of any part shall not operate to invalidate any other part.

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- 25. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS. It is expressly understood and agreed that in the event of any dispute between the parties, arising under this agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable federal law.
- 26. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and supersedes any and all negotiations of the parties relating to the subject matter hereof. Any prior employment agreement between the parties, together with any extension or renewal of such agreement, is likewise terminated and superseded by this Agreement. All of EMPLOYEE's rights, of any nature whatsoever, arising from, by or under any prior employment agreement between the parties are hereby compromised in their entirety.

IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have executed this agreement effective as of the day and date by which EMPLOYER's authorized representative and EMPLOYEE have affixed their respective signatures, as indicated below.

	FOR EMPLOYER:
Date:	
	Josh Smith, Rock County Administrator
Date:	BY EMPLOYEE:
Date.	Duane Jorgenson, Public Works Director
	WITNESS:
Date:	

Southern Wisconsin Regional Airport 1716 West Airport Road, Suite 100 Janesville, WI 53546 Ronald Burdick, Airport Director 608-757-5768 jylairport@co.rock.wi.us

#### Facility Use Contract

The County of Rock, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin, (hereinafter referred to as "COUNTY"), and Mid-West Management, Inc. (hereinafter "USER") enter into this Facility Use Contract (hereinafter "CONTRACT") for the temporary use of the Facilities, as described below.

This CONTRACT reflects the intention of the USER to hold a music event at the Southern Wisconsin Regional Airport (hereinafter the "AIRPORT") on the date(s) listed below and as mutually agreed upon by Mid-West Management, Inc. and the Airport Director, acting on behalf of the Rock COUNTY Public Works Committee.

- 1. Subject to the terms herein, COUNTY agrees to provide to the USER for the purpose(s) and at the time(s) described below, access to the East side of the AIRPORT, located at 1716 W. Airport Rd. Suite 100, Janesville, Wisconsin, (hereinafter "FACILITIES"). Specifically the AIRPORT shall provide access to the real estate bordered on the North by W. Enterprise Dr., on the South by W. Airport Rd., on the West by the runway and on the East by the fence line running parallel with S. US Highway 51.
  - A. Purpose: WJJO music event with expected attendance of 10,000 patrons
  - B. Date:

projected rental dates of Monday, September 25th through Tuesday,

October 5<sup>th</sup>, 2017, the projected event dates are Saturday, September 30<sup>th</sup>

and Sunday, October 1, 2017

- C. Times:
- to be mutually agreed upon.
- 2. USER agrees to pay AIRPORT a facility use fee on all paid tickets in the amount of \$1.00 for each one day ticket and \$2.00 for each two day ticket.
- 3. USER agrees to pay to the AIRPORT a deposit of \$2,500 at the time of the execution of this contract. The deposit will be refundable if;
  - A. the facility use fee exceeds the deposit, and
  - B. cleanup of the event has been completed per paragraph 10.
- 4. USER agrees to abide by and ensure compliance with all COUNTY policies and regulations governing the use of the Facilities. Any policies or regulations relating to use of the Facilities will be given to USER prior to signing contracts.
- 5. USER will erect fencing prior to the event to prevent patrons of the event from accessing active areas of the AIRPORT. The fencing will be of a type approved by the Airport Director and the FAA and in accordance with the attached map.

- 6. USER agrees to be responsible for the supervision, management and control of the activity or event which is the subject of this Contract and of all activity/event participants and spectators.
- 7. USER agrees that failure to abide by or ensure compliance with AIRPORT's use of Facilities policy and/or regulations shall constitute grounds, among other grounds, for immediate cancellation of this contract and any associated event.
- 8. USER will provide unrestricted access to the COUNTY and its representatives, Sheriff's Office, and local municipalities that are providing services to inspect and ensure compliance with the contract.
- 9. USER will retain all sponsorship revenues specifically related to event.
- 10. USER's advertisements and/or communications, whether print, radio, television, or otherwise, promoting USER's events to be held under this CONTRACT shall refer to the rented facilities as "Southern Wisconsin Regional Airport", or other such phrasing as USER, on reasonable advance written notice to Facility, may from time to time designate. No other reference whatsoever to the facilities or grounds is permitted.
- 11. USER agrees to return the Facilities to the state of the Facilities prior to the use, reasonable wear and tear excepted. If the Facilities are damaged during the term of this use by any act, omission, default or negligence of USER, USER shall restore Facilities to original condition, or pay the AIRPORT a mutually agreed upon, fair and reasonable sum, normal wear and tear is expected.
  - A. No cost to Rock COUNTY.
  - B. Any action, activity or conduct undertaken by USER or its agents, employees, guests or persons admitted to the Facility by USER at the instruction of the COUNTY or its agents or employees shall not constitute negligence and USER shall not be liable for the consequences of following such instructions absent willful or malicious conduct.
  - C. USER agrees that any costs associated with the excessive consumption of alcohol (including but not limited to detoxification), the use of legal or illegal drugs, or any other medical condition caused by any other reason shall be borne solely by the USER.
  - D. Both parties acknowledge that rental of the Facilities by the USER is intended to attract large numbers of guests on a rain or shine basis, and that the rental fee associated does not contemplate rain or other circumstances, like an act of God that might cause extraordinary damage ("Extraordinary Damages") to the Facility. USER shall not be liable for Extraordinary Damages, except as described below.
  - E. USER shall be liable for Extraordinary damages only if AIRPORT provides written notice to USER of the existence and detail of any damages or Extraordinary Damages, within thirty (30) days after the use has terminated.

- F. After receiving timely written notice of Extraordinary Damages, the USER shall, after meeting with the AIRPORT, within thirty (30) days of receipt:
  - 1. Cure such Extraordinary Damages;
  - 2. Discuss and initiate such remedial actions satisfactory to AIRPORT in its sole discretion as well as cure damage within a reasonable time as determined by both parties or;
  - 3. Pay AIRPORT a mutually agreed upon amount in lieu of curing the Extraordinary Damages.
- G. Consideration shall be given to AIRPORT's event scheduling and timing needs as well as USER's financial concerns as the AIRPORT determines the selected course of action to address these items. Further AIRPORT agrees that it will not unreasonably increase expenses to USER in addressing damages.
- 12. All public safety agencies involved in the event will have their own contracts with USER if required by that agency. Said contracts will be in place 30 days prior to the event and copies will be provided to the AIRPORT. USER will be responsible for all fees charged by other agencies and will make payments directly to said agencies. All Contracts with local, COUNTY, or state law enforcement agencies must be in place and a copy submitted to the Airport director 30 days prior to the event.
- USER will provide a security and safety plan as required by the Rock County Sheriff's Office and Emergency Management no later than 30 business days prior to the commencement of the event.
- 14. USER will comply with all laws of the United States and the State of Wisconsin, all municipal ordinances and all lawful orders of the police and fire departments or other municipal authorities and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done anything on said premises during the term of this CONTRACT in violation of any such laws, ordinances, rules or orders.
- 15. USER agrees that it shall at all times during the term of this CONTRACT, and any extended term of this CONTRACT, indemnify and hold harmless the COUNTY, the Public Works Committee and officers, agents, employees and representatives thereof, against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of incidents occurring at the Southern Wisconsin Regional Airport or as a result of any operations, works, acts or omission performed at the Southern Wisconsin Regional Airport by USER its employees, agents, or representatives, or resulting from USER's failure to perform or observe any of the terms, covenants and conditions of this CONTRACT to be performed by USER or resulting from any conditions of premises or improvements thereon by reason of any of which any person suffers personal injury, death or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorney's fees caused or resulting from the acts or omissions of the COUNTY, the Public Works Committee or any officers, employees, agents or representatives thereof.

16. USER shall provide a certificate of insurance listing the Southern Wisconsin Regional Airport and the County of Rock as additional insured, and upon request, certified copies of the required insurance policies. USER shall provide general liability and insurance coverage in the minimum amounts of \$2,000,000 (CSL) as being in force during the term of the contract and said certificate of policy shall be in possession of the Facility no less than 30 business days prior to the event. USER's coverage shall include ingress, all day(s) of the event, and egress.

COUNTY agrees that it shall at all times during the term of this CONTRACT, and any extended term of this CONTRACT, indemnify and hold harmless USER and its officers, agents, employees and representatives against any and all claims, liability, loss, charges, damages, costs, expenses or attorney's fees, which any of them may hereafter sustain, incur or be required to pay as a result of COUNTY's negligence or gross negligence, or resulting from COUNTY's failure to perform or observe any of the terms, covenants and conditions of this CONTRACT to be performed by COUNTY; however, that the provisions of this paragraph shall not apply to claims, liabilities, losses, charges, damages, costs, expenses or attorney's fees caused or resulting from the acts or omissions of the USER or any of its officers, employees, agents or representatives.

- 17. All radio and television rights as well as re-jurisdiction of said radio and television productions shall be under the exclusive control of the USER.
- 18. USER agrees to provide licensing arrangements with all necessary copyright holders such as ASCAP, BMI or SESAC before any actual performance is given.
- 19. In the event that any provision of this contract is deemed to be invalid, such invalidity shall not affect the enforceability of any other contract term. If any provision is deemed invalid due to scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 20. The person signing this Contract on behalf of COUNTY or USER, hereby represents that he or she has the authority to bind the COUNTY or USER, as applicable, to this Contract.
- 21. In the event that USER fails to make payment when due, or fails to pay for damage to the Facilities or equipment, USER agrees to pay the costs incurred by COUNTY in collecting such monetary damages, including reasonable attorney fees, unless the recovery of attorney fees is prohibited by law.
- 22. This offer to contract shall be deemed withdrawn by AIRPORT unless USER shall execute the CONTRACT and return it, with deposit, to the AIRPORT prior to July 1, 2017.
- 23. The entire CONTRACT of the parties is contained herein and this CONTRACT supersedes any and all oral CONTRACTs and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this CONTRACT shall not be amended in any fashion except in writing, executed by both parties.

- 24. All terms and conditions of this written CONTRACT shall be binding upon the parties, their heirs and assigns, and cannot be changed by any oral representations or promise of any agent or other person of the parties hereto unless the same be in writing signed by the duly authorized agent or agents who executed this CONTRACT.
- 25. The County of Rock is required to conduct its operation in accordance with the Wisconsin Records law. This agreement and any document arising out of this transaction may be a public record except as provided by law.

Southern Wisconsin Regional Airport		
Ву:	Date:	
Mid-West Management, Inc.		
Ву:	Date:	

# MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN ILLINOIS NATIONAL GUARD (ILNG) AND SOUTHERN WISCONSIN REGIONAL AIRPORT

SUBJECT: ILNG Access to SOUTHERN WISCONSIN REGIONAL AIRPORT Facilities/Land for Mission Support Efforts

- 1. Authority. This Agreement is entered into pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and is subject to all applicable Illinois/Wisconsin and Federal statutes, and related regulatory requirements.
- 2. Purpose. The purpose of this MOU is to define the parameters of Facility/Land access provided by SOUTHERN WISCONSIN REGIONAL AIRPORT to the ILNG in support of troop transportation to annual training and other ILNG missions.
- 3. Scope. The ILNG requests access to utilize the SOUTHERN WISCONSIN REGIONAL AIRPORT Facilities/Land located at 1716 W. Airport Rd #100, Janesville, WI 53546 for the purpose of mission support efforts. These efforts include refueling, necessary vehicle maintenance, and other operations in direct support of ILNG troop transport within the State of Wisconsin. Access to said property is given with the understanding that ILNG presence will not hinder SOUTHERN WISCONSIN REGIONAL AIRPORT operations or cause unnecessary costs/expenses to the SOUTHERN WISCONSIN REGIONAL AIRPORT. Permission to use the above Facilities/Land is given as an accommodation to ILNG, and there shall be no rent/charges for the use of said property.
- 4. Roles and Responsibilities.
  - a. The ILNG agrees to the following:
    - 1) Provide the SOUTHERN WISCONSIN REGIONAL AIRPORT requests to utilize SOUTHERN WISCONSIN REGIONAL AIRPORT facilities/land within 30 days of the date of mission. These requests include the location of the facility required, dates of facility access requested, the time period for which ILNG troops will access the facility, the number of ILNG vehicles/troops present, and any unique requirements needed for the specific mission.
    - 2) Ensure all vehicle operators have valid Military/State Driver's Licenses and are qualified to operate the equipment. ILNG further agrees that all refueling/maintenance performed on SOUTHERN WISCONSIN REGIONAL AIRPORT property will be performed with proper safety

- equipment/procedures to include spill kits and other hazardous material mitigation equipment. The ILNG ensures that all SOUTHERN WISCONSIN REGIONAL AIRPORT facilities are cleaned after ILNG access and are in the same condition as first occupied.
- 3) All ILNG personnel are considered employees of the United States Government, a self-insured entity. If any personnel sustain an injury incident to occupation of SOUTHERN WISCONSIN REGIONAL AIRPORT facilities, they will be considered in the line of duty (absent their own misconduct), and the United States Government will be responsible for any required medical care and treatment.
- 4) Hereby covenant and agree that the ILNG will comply with all Federal, State and local statutes, ordinances, and regulations.
- b. The SOUTHERN WISCONSIN REGIONAL AIRPORT agrees to the following:
  - 1) If any damage occurs to property or equipment incident to performances under this MOU, SOUTHERN WISCONSIN REGIONAL AIRPORT may file a claim against the United States Army under the provisions of the Federal Tort Claims Act, 28 U.S.C. § 1291, 1346(b) and (c), 1402 (b), 1504, 2110, 2401(b), 2402, 2411(b), 2412(c), 2671-2680, Code of Federal Regulations, subpart 14.1-14.11, and Department of the Army Regulation 27-20, Chapter 4.
  - 2) SOUTHERN WISCONSIN REGIONAL AIRPORT reserves the right to remove any ILNG personnel for misconduct, violations of laws/regulations, and/or safety.
  - 3) Provide a clean and safe area for ILNG operations.
  - 4) SOUTHERN WISCONSIN REGIONAL AIRPORT acknowledges and agrees that its permission under this MOU constitutes a gratuitous service to the ILNG. SOUTHERN WISCONSIN REGIONAL AIRPORT understands, acknowledges, and agrees that neither the United States nor the State of Illinois will compensate, provide any financial benefit to, or reimburse SOUTHERN WISCONSIN REGIONAL AIRPORT in any manner whatsoever for providing these services. SOUTHERN WISCONSIN REGIONAL AIRPORT agrees and declares that it has no expectation of receiving any compensation, financial benefit, or reimbursement of any kind from the ILNG, the State of Illinois, or the United States for providing gratuitous services under this MOU. SOUTHERN WISCONSIN REGIONAL AIRPORT agrees to make no claim for compensation, financial benefit, or reimbursement of any kind against the ILNG, the State of Illinois, or the United States for the gratuitous services provided under the MOU. Further, SOUTHERN WISCONSIN REGIONAL AIRPORT understands and agrees that it is

unlawful for the ILNG to accept the services under this MOA if SOUTHERN WISCONSIN REGIONAL AIRPORT expects compensation, financial benefit, or reimbursement from the ILNG, the State of Illinois, or the United States for these services.

- 5. Terms of agreement. The terms of this agreement become effective on the date upon which all parties have signed the agreement. This agreement will be reviewed and renewed annually to update terms/conditions.
- 6. Termination/Modification. The terms of this agreement, as modified with the consent of both parties, remains in effect until either party provides written notice of their intention to terminate the agreement. Either party, upon 30 days written notice to the other party, may terminate this agreement. Modifications to this agreement shall be requested by both party and require mutual approval of both parties to become effective.
- 7. Point of contact (POC) for this MOA is:
  - a. Ms. Deborah Parker, Grants Officer Representative, (217) 761-3548, deborah.l.parker.civ@mail.mil.
  - b. The SOUTHERN WISCONSIN REGIONAL AIRPORT: Ron Burdick, (608) 757-5768, jvlairport@co.rock.wi.us or ron.burdick@co.rock.wi.us

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates shown page three of this Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

On Behalf of the:		•
SOUTHERN WISCONSIN REGIOAL	AIRPORT:	
BY:	DATE:	
NAME & TITLE (PRINTED):		
USPFO FOR ILLINOIS		
BY:	DATE:	
NAME & TITLE (PRINTED):	MELISSA R. BEAUMAN COL, NGB USPFO for Illinois	
ILLINOIS DEPARTMENT OF MILITA	RY AFFAIRS	
BY:	DATE:	likaningi jaganjai sambanja andanga mahanja magambili
NAME & TITLE (PRINTED):	RICHARD J. HAYES JR. Major General, IL ARNG The Adjutant General	

D TI COT T ITTI CO TO TO TO	A CENTRAL NIO
RESOLUTION NO.	AGENDA NO.

#### RESOLUTION ROCK COUNTY BOARD OF SUPERVISORS

Public Works Committee
INITIATED BY

Public Works Committee SUBMITTED BY



Ronald D.	Burdick,	Airport	Directo
DRAFTEL			

May 12, 2017	
	T
DATE DRAFT	ED

	Authorizing Replacement of	Airport's 201		in and Amending t	11.
1 2	WHEREAS, Rock County, own. Regional Airport; and	s and operates an a	irport known as the So	uthern Wisconsin	
3 4 5 -	WHEREAS, replacement of the programmed and budgeted for in				
6 7 8	WHEREAS, federal discretionar a lower priority than runways; an		ecome available becau	se taxiway lighting has	;
9 10 11 12	WHEREAS, the Wisconsin Bure federal and state funds, recomme Sponsor; and				
13 14 15 16 17	WHEREAS, the airport has sign using the original funds budgeted moved to 2018, and land loan rein protection zone.	in 2016, funds ava	ilable from 2017 proje	ects that the BOA has	
19 20 21 22 23	NOW, THEREFORE, BE IT Reassembled this day of airport's medium intensity lightin Sponsor, using budgeted 2017 cap	, 201 ng system and that t pital improvement	7 does hereby authoriz the project be funded 8 funds and Land Loan I	e replacing the 0% State Aid and 20% Reimbursement funds.	)
24 25 26 27 28 29	ACCOUNT/DESCRIPTION Source of Funds 41-4453-4454-46400 Airport Capital Fund Balance	BUDGET 1/1/2017 \$227,600	INCREASE/ (DECREASE) \$179,000	AMENDED BUDGET \$406,600	
31 32 33	Use of Funds: 41-4453-4454-67200 Capital Improvements	\$867,500	\$179,000	\$1,046,500	

Page 2			
Respectfully submitted,			
PUBLIC WORKS COMMITTEE		FINANCE COMMITTEE ENDORSEM	ENT
Betty Jo Bussie, Chair	_	Reviewed and approved on a vote of	anna garaga da sanasaka
Brent Fox, Vice Chair	<del></del>	Mary Mawhinney, Chair	
Eva Arnold	<b></b>		
Brenton Driscoll	-		
Rick Richard	<u> </u>		
FISCAL NOTE:			
The County has available \$179,000 unds are located in the Airport Cap	ital Fund fur	n reimbursement funds from another proj d balance. This resolution authorizes the u	ect. Thes se of thes
The County has available \$179,000 unds are located in the Airport Cap	ital Fund fur	nd balance. This resolution authorizes the u	ect. Thes se of thes
The County has available \$179,000 funds are located in the Airport Capfunds to help pay for the taxiway light.  Sherry Oja	ital Fund fur	nd balance. This resolution authorizes the u	ect. Thes se of thes
The County has available \$179,000 funds are located in the Airport Cap funds to help pay for the taxiway light.  Sherry Oja	ital Fund fur	nd balance. This resolution authorizes the u	ect. Thes
The County has available \$179,000 funds are located in the Airport Cap funds to help pay for the taxiway light funds.  Sherry Oja Finance Director	ital Fund fur	nd balance. This resolution authorizes the u	ect. Thes se of thes
The County has available \$179,000 funds are located in the Airport Capfunds to help pay for the taxiway light.  Sherry Oja Finance Director  LEGAL NOTE:  The County Board is authorized tats. As an amendment to the 2/3 vote of the entire member.	ital Fund fur hting project.	nd balance. This resolution authorizes the u	se of thes
The County has available \$179,000 ands are located in the Airport Cap unds to help pay for the taxiway light with the County Board is authorized tats. As an amendment to the 3/3 vote of the entire members. Stats.	ital Fund fur hting project.	nd balance. This resolution authorizes the understand the section pursuant to \$\$ 59.01 & 50.017 County Budget, this Resolution	se of thes
The County has available \$179,000 funds are located in the Airport Cap funds to help pay for the taxiway light.  Sherry Oja Finance Director  EGAL NOTE:  the County Board is authorized tats. As an amendment to the 2/3 vote of the entire members. Stats.  Leffrey S. Kuglitsch	ital Fund fur hting project.	nd balance. This resolution authorizes the understand the section pursuant to \$\$ 59.01 & 50.017 County Budget, this Resolution	se of thes
The County has available \$179,000 ands are located in the Airport Cap unds to help pay for the taxiway light.  Sherry Oja Finance Director  EGAL NOTE:  the County Board is authorized tats. As an amendment to the 2/3 vote of the entire members. Stats.  As a finance Director  Market Stats.  As an amendment to the county board of the entire members. Stats.  As a finance Director	ital Fund fur hting project.	nd balance. This resolution authorizes the understand the section pursuant to \$\$ 59.01 & 50.017 County Budget, this Resolution	se of thes
funds are located in the Airport Cap funds to help pay for the taxiway ligh  Sherry Oja  Finance Director  LEGAL NOTE:  The County Board is authorized it ats. As an amendment to the	ital Fund fur hting project.	nd balance. This resolution authorizes the understand the section pursuant to \$\$ 59.01 & 50.017 County Budget, this Resolution	se of thes

### EXECUTIVE SUMMARY FOR RESOLUTION

Authorizing Replacement of Medium Intensity Lighting System and Amending the Airport's 2017 Budget

The Wisconsin Bureau of Aeronautics (BOA) programed the replacement of the medium intensity taxiway lighting system in 2016. This project was to be funded with federal discretionary dollars. Those dollars did not become available in 2016. At the BOA's recommendation, the 2016 taxiway project was combined with the 2017 runway re-lighting project and again submitted to the FAA for discretionary funds. The FAA has approved discretionary funds to replace the lighting for the primary and secondary runways, but not the taxiway systems, stating that taxiways are considered a lower priority. Given the FAA's response, the BOA recommends using State Aid to complete the taxiway relighting project. This allows both projects to be completed at the same time, which is more cost effective than two separate projects in the same area in different years.

The current replacement cost for the medium intensity lighting systems is estimated at \$1,500,000. State Aid will provide 80% or \$1,200,000 and the remaining \$300,000 would be the local share. Funds to cover the local share would come from various sources as follows;

- \$ 60,000 originally budgeted in 2016
- \$ 80,300 budgeted in 2017 for projects that are delayed until 2018
- \$ 179,000 Land loan reimbursement for parcels acquired along Hwy 51
- \$ 319,300 Available within the airport capital fund

The current lighting systems are made up of incandescent lights which were installed between 1985 and 1995, and have exceeded their life expectancies thus causing high maintenance expenses. The majority of the new system, will be LED bulbs that will last burn longer and cost less to operate thus saving money and reducing the airport's carbon footprint.

Scott Walker, Governor Dave Ross, Secretary

Internet: www.dot.wisconsin.gov

Telephone: 608-266-3351 Facsimile (FAX): 608-267-6748

#### FAA Requirement for 2017 Federal Funding - Certifications

Each year, airports in Wisconsin's FAA block grant program must sign documents agreeing to the terms and conditions attached to airport funding. Like last year, FAA is requiring that the airport owners sign Sponsor Certifications, eight in all:

- Sponsor Certification for Construction Project Final Acceptance
- Sponsor Certification for a Drug-Free Workplace
- Sponsor Certification for Equipment and Construction Contracts
- Sponsor Certification for Project Plans & Specifications
- Sponsor Certification for Real Property Acquisition
- Sponsor Certification for Selection of Consultants
- Sponsor Certification and Disclosure Regarding Potential Conflicts of Interest
- Certification Regarding Lobbying

For each document, please fill in the blanks for Sponsor (airport owner) and Airport on page one and fill in the blanks in the signature block and sign and date. For your convenience we have checked "yes" in response to the certification questions; many of the questions pertain to work the BOA does on behalf of the Sponsor.

When an airport owner accepts federal funding, they agree to comply with the federal grant assurances. The federal grant assurances detail the conditions for accepting federal airport improvement program funds. The sponsor certifications above are based on these assurances. Please read the assurances online at <a href="http://www.faa.gov/airports/aip/grant">http://www.faa.gov/airports/aip/grant</a> assurances/media/airport-sponsor-assurances-aip.pdf; these have not changed since 2014.

To keep our projects moving, we ask that every airport owner sign all eight documents regardless of whether you have a current project to which the particular certification would apply. Please sign even if there are no projects at your airport this year.

<u>FAA requires airport owners complete all eight certifications before they release funds for 2017 projects.</u>
Please return the completed forms to the Bureau of Aeronautics (scans are fine) by <u>Tuesday, May 30, 2017</u> to:

Jean Rickman,
Wisconsin Department of Transportation
Bureau of Aeronautics
PO Box 7914
Madison, WI 53707-7914
Jean A. Rickman @dot.wi.gov

It is important to have the documents signed and on file in our office by the above date, especially if your airport is participating in an airport project this year. Please be sure to retain a copy for your files. Thank you for your timely participation in this matter; if you have any questions, please call Mary Strait at (608) 266-7187.

Sincerely,

David M. Greene

Director, Bureau of Aeronautics

David M. Dreens

DMG:MCS



### FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

#### Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 8/31/2019

## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponso	or;
Airport:	
Project	: Number:
Descrip	otion of Work: Airport Improvements
comply Improve constru sponso	ation C § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will with the statutory and administrative requirements in carrying out a project under the Airport ement Program. General standards for final acceptance and close out of federally funded action projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The or must determine that project costs are accurate and proper in accordance with specific ments of the grant agreement and contract documents.
Except require confirm time ba	for certification statements below marked not applicable (N/A), this list includes major ments of the construction project. Selecting "Yes" represents sponsor acknowledgment and nation of the certification statement. The term "will" means Sponsor action taken at appropriate ased on the certification statement focus area, but no later than the end of the project period of nance. This list is not comprehensive and does not relieve the sponsor from fully complying with licable statutory and administrative standards. The source of the requirement is referenced within nesis.
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:
	<ul> <li>a. Technical standards (Advisory Circular (AC) 150/5370-12);</li> <li>b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and</li> <li>c. Construction safety and phasing plan measures (AC 150/5370-2).</li> </ul>
3.	C. Construction safety and phasing plan measures (AC 150/5370-2).  Yes No N/A  All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
	∑Yes

4.	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:
	<ul> <li>Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);</li> </ul>
	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  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:
	<ul> <li>Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);</li> </ul>
	b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
	<ul> <li>Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29);</li> <li>and</li> </ul>
	<ul> <li>d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).</li> <li>Yes No N/A</li> </ul>
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
	<ul> <li>Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);</li> </ul>
	Yes
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

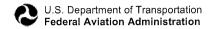
<ol> <li>The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.</li> </ol>
Yes No N/A
12. For development projects, sponsor has taken or will take the following close-out actions:
<ul> <li>Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);</li> </ul>
<ul> <li>Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and</li> </ul>
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
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 certify, for the project identified herein, responses to the forgoing items are accurate as marked and
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 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 , 2017 .
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 , 2017  Name of Sponsor:
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 , 2017  Name of Sponsor:  Name of Sponsor's Authorized Official:



### FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

#### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 8/31/2019

# Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponse	or:
Airport	
Project	t Number:
Descri	ption of Work: Airport Improvements
with the Progra describ drug-fr	cation  C § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply e statutory and administrative requirements in carrying out a project under the Airport Improvement am (AIP). General requirements on the drug-free workplace within federal grant programs are used in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a use workplace in accordance with the regulation. The AIP project grant agreement contains specificances on the Drug-Free Workplace Act of 1988.
Except require confirm based perform	cation Statements  It for certification statements below marked as not applicable (N/A), this list includes major  It for certification statements below marked as not applicable (N/A), this list includes major  It for certification statement selecting "Yes" represents sponsor acknowledgement and  Ination of the certification statement. The term "will" means Sponsor action taken at appropriate time  on the certification statement focus area, but no later than the end of the project period of  mance. This list is not comprehensive and does not relieve the sponsor from fully complying with all  able statutory and administrative standards. The source of the requirement is referenced within  thesis.
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:
	<ul> <li>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</li> </ul>
	<ul> <li>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.</li> </ul>
	⊠ 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):
Lo	ocation 1
Na	ame of Location: Airport
Na	ocation 2 (if applicable) ame of Location: ddress:
Na	ocation 3 (if applicable) ame of Location: ddress:

Attach documentation clarifying any above item marked with a "No" response.

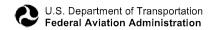
Sponsor's Certification		
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.		
Executed on this day of , .		
Name of Sponsor:		
Name of Sponsor's Authorized Official:		
Title 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.		



### FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

#### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 8/31/2019

## **Equipment and Construction Contracts Airport Improvement Sponsor Certification**

Sponsor:
Airport:
Project Number:
Description of Work: Airport Improvements
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 procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.
This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.
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 a applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.
<ol> <li>A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).</li> </ol>
☑Yes ☐ No ☐ N/A

For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).	
☑ Yes ☐ No ☐ N/A	
Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.	
☑ Yes ☐ No ☐ N/A	
Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:	
<ul> <li>Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));</li> </ul>	
<ul> <li>Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and</li> </ul>	
c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).	
⊠ Yes □ No □ N/A	
Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:	
<ul> <li>a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;</li> </ul>	
<ul> <li>Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;</li> </ul>	
c. Publicly opened at a time and place prescribed in the invitation for bids; and	
<ul> <li>d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.</li> </ul>	
☑ Yes ☐ No ☐ N/A	
For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:	
<ul> <li>Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;</li> </ul>	
b. Plan for publicizing and soliciting an adequate number of qualified sources; and	
c. Listing of evaluation factors along with relative importance of the factors.	
☑ Yes ☐ No ☐ N/A	
For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).   Yes  NO NA	

8.		ence was or will be obtained from the Federal Aviation Administration (FAA) prior to award under any of the following circumstances (Order 5100.38D):
	a.	Only one qualified person/firm submits a responsive bid;
	b.	Award is to be made to other than the lowest responsible bidder; and
	C.	Life cycle costing is a factor in selecting the lowest responsive bidder.
	⊠ Ye	s □ No □ N/A
9.	All cons	truction and equipment installation contracts contain or will contain provisions for:
	a.	Access to Records (§ 200.336)
	b.	Buy American Preferences (Title 49 U.S.C. § 50101)
	C.	Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
	d.	Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
	e.	Occupational Safety and Health Act requirements (20 CFR part 1920)
	f.	Seismic Safety – building construction (49 CFR part 41)
	g.	State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
	h.	U.S. Trade Restriction (49 CFR part 30)
	. <b>i.</b>	Veterans Preference (49 USC § 47112(c))
	⊠ Ye	s □ No □ N/A
10.		truction and equipment installation contracts exceeding \$2,000 contain or will contain the as established by:
	a.	Davis-Bacon and Related Acts (29 CFR part 5)
	b.	Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
	⊠ Yes	s □ No □ N/A
11.	contract	truction and equipment installation contracts exceeding \$3,000 contain or will contain a provision that discourages distracted driving (E.O. 13513).
40	⊠ Yes	
12.		acts exceeding \$10,000 contain or will contain the following provisions as applicable:  Construction and equipment installation projects - Applicable clauses from
	a.	41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
	b.	Construction and equipment installation - Contract Clause prohibiting segregated facilitie in accordance with 41 CFR part 60-1.8;
	C.	Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
	d.	Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
	X Yes	s □ No □ N/A

checking awarded	acts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. g the System for Award Management) that ensure contracts and subcontracts are not to individuals or firms suspended, debarred, or excluded from participating in federally projects (2 CFR parts 180 and 1200).
⊠ Ye:	s □ No □ N/A
	s exceeding the simplified acquisition threshold (currently \$150,000) include or will include as, as applicable, that address the following:
a.	Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
b.	Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
C.	Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
d.	Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
e.	All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.
⊠ Yes	s □ No □ N/A
Attach docume	ntation clarifying any above item marked with "No" response.
Sponsor's Cer	tification
	project identified herein, responses to the forgoing items are accurate as marked and mentation for any item marked "no" is correct and complete.
Executed on thi	s day of , 2017 .
Name of Sp	ponsor:
Name of Sp	onsor's Authorized Official:
Title of Spo	nsor's Authorized Official:
Signature of Sp	ponsor's Authorized Official:
willfully providin	penalty of perjury that the foregoing is true and correct. I understand that knowingly and g false information to the federal government is a violation of 18 USC § 1001 (False d could subject me to fines, imprisonment, or both.



### FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

#### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 8/31/2019

# Project Plans and Specifications Airport Improvement Program Sponsor Certification

Sponsor:
Airport:
Project Number:
Description of Work: Airport Improvements
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 al applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.
<ol> <li>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).</li> <li>Yes \( \subseteq \text{NO} \subseteq \text{N/A} \)</li> </ol>
<ol> <li>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).</li> <li>☑ Yes ☐ No ☐ N/A</li> </ol>

3.	The development that is included or will be included in the plans is depicted on the current airpor 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)).
3.	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 cor	nstruction 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).
☐ Ye	s □ No 図 N/A
and on	oject was or will be physically completed without federal participation in costs due to errors hissions in the plans and specifications that were foreseeable at the time of project design C §47110(b)(1) and FAA Order 5100.38d, par. 3-100).
⊠ Ye	s □ No □ N/A
Attach docume	ntation clarifying any above item marked with "No" response.
Sponsor's Cei	tification
•	project identified herein, responses to the forgoing items are accurate as marked and
	mentation for any item marked "no" is correct and complete.
Executed on th	is day of , 2017 .
Name of Spons	sor:
Name of Spons	sor's Authorized Official:
Title of Sponso	r's Authorized Official:
<b>Signature</b> of S	ponsor's Authorized Official:
willfully providir	penalty of perjury that the foregoing is true and correct. I understand that knowingly and ng false information to the federal government is a violation of 18 USC § 1001 (False d could subject me to fines, imprisonment, or both.



## FAA Form 5100-133, Real Property Acquisition – Airport Improvement Program Sponsor Certification

### Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 8/31/2019

## Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor:
Airport:
Project Number:
Description of Work: Airport Improvements
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.
<ol> <li>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.</li> </ol>
⊠Yes □No □N/A
<ol> <li>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.</li> <li>☑ Yes □ No □ N/A</li> </ol>
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:
	<ul> <li>Valuation data to estimate the current market value for the property interest acquired on each parcel; and</li> </ul>
	<ul> <li>Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.</li> </ul>
	⊠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 neg	otiated se	ttlement is not reach	ed, the following	ng procedures	were or will be	used:
	a.		nation initiated and a ossession of the pro	•	not less than ti	ne just compens	sation made
	b.	Supportin	ng documents for aw	ards included	in the project fi	les.	
	⊠ Ye:	s 🗆 No	□ N/A				
	relocati	on assista ition on th	f persons, businesse ance program was or e program in writing,	will be establi	shed, with disp	laced parties re	ceiving general
	⊠ Yes	s 🗆 No	□ N/A				
	relocati	on expens	ance services, comp ses were or will be pi rdance with the Unifo	ovided within			
	✓ Yes	s 🗆 No	□ N/A				
Attach d	locume	ntation cla	rifying any above ite	m marked with	"No" response	€.	
Spons	or's Ce	ertificatio	on				
-			entified herein, respo for any item marked				narked and
Execute	d on thi	is	day of	, 2017	•		
Nan	ne of Sp	oonsor:					
Nan	ne of Sp	oonsor's A	uthorized Official:				
Title	of Spo	nsor's Au	thorized Official:				
Signatu	re of Sp	ponsor's [	Designated Official R	epresentative:			
villfully <sub>l</sub>	providin	ng false inf	f perjury that the fore formation to the fede abject me to fines, im	ral governmen	t is a violation		



## FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 8/31/2019

## Selection of Consultants Airport Improvement Program Sponsor Certification

Sponso	or:
Airport:	
Project	Number:
Descrip	otion of Work: Airport Improvements
with the Program are des provide Archite Certific Except requires confirm	ation C § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply a statutory and administrative requirements in carrying out a project under the Airport Improvement (AIP). General requirements for selection of consultant services within federal grant programs scribed in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures at they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, ctural, Engineering, and Planning Consultant Services for Airport Grant Projects.  Cation Statements for certification statements below marked as not applicable (N/A), this list includes major ments of the construction project. Selecting "Yes" represents sponsor acknowledgement and lation of the certification statement. The term "will" means Sponsor action taken at appropriate times on the certification statement focus area, but no later than the end of the project period of
perform	nance. This list is not comprehensive and does not relieve the sponsor from fully complying with all ble statutory and administrative standards. The source of the requirement is referenced within
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.	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:
	<ul> <li>Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and</li> </ul>
	<ul> <li>Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).</li> </ul>
	⊠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

	ntracts that apply a time-and-material payment provision (also known as hourly rates, c 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)).	
⊠Ye	s □No □N/A	
	or is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract d. (2 CFR § 200.323(d)).	
⊠Ye	s □No □N/A	
Attach docume	ntation clarifying any above item marked with "no" response.	
Sponsor's Co	ertification	
	project identified herein, responses to the forgoing items are accurate as marked and mentation 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 th	is day of , 2017 .	
Name of S	ponsor:	
Name of Sponsor's Authorized Official:		
Title of Sponsor's Authorized Official:		
<b>Signature</b> of S	ponsor'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.		



# FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.



OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 8/31/2019

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

Sponsor:	
Airport:	
Project Number:	
Description of Work: Airport Improvements	

### **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.	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

<ol> <li>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)).</li> </ol>		
⊠ Yes □ No		
<ol> <li>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).</li> </ol>		
⊠ 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 , 2017 .		
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 REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S OR	GANIZATION
* PRINTED NAME A	ND TITLE OF AUTHORIZED REPRESENTATIVE
Prefix:	* First Name: Middle Name:
* Last Name:	Suffix:
* Title:	
* SIGNATURE:	* DATE: