

# PFAS Soil Removal Action Contract Documents

Northwest Regional Airport Authority  
Traverse City, Michigan

January 19, 2026

**Prepared by:**

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**GCES Project # 250258**

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**CIVIL ENGINEERING**

**SURVEYING**

**ENVIRONMENTAL SERVICES**

**CONSTRUCTION SERVICES**

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**LANDSCAPE ARCHITECTURE**

TABLE OF CONTENTS

	<u>NO. OF PAGES</u>
ADVERTISEMENT FOR BIDS .....	2
INSTRUCTIONS TO BIDDERS .....	19
*BID FORM .....	5
*BID BOND.....	2
*QUALIFICATION STATEMENT.....	12
NOTICE OF AWARD.....	1
CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT .....	20
FEDERAL CONTRACT PROVISION FOR OBLIGATED SPONSORS (TITLE VI) ...	3
INSURANCE SPECIFICATIONS.....	10
NOTICE TO PROCEED.....	1
PAYMENT BOND .....	4
APPLICATION FOR PAYMENT.....	4
CERTIFICATE OF SUBSTANTIAL COMPLETION .....	1
FIELD ORDER.....	1
AIRPORT SAFETY AND SECURITY (M-115) .....	4

TECHNICAL SPECIFICATIONS

APPENDIX A – Project Drawings

Cover Sheet

- C1 Construction Safety and Phasing Plan
- C2 CSPP Temporary Fence Detail
- C3 CSPP Notes
- E1 Demolition Plan
- E2 Excavation Plan
- E3 Restoration Plan

APPENDIX B – Waste Characterization Results

## ADVERTISEMENT FOR BIDS

Northwest Regional Airport Authority  
Traverse City, Michigan  
PFAS Soil Removal Action

### General Notice

Northwest Regional Airport Authority (Owner) is requesting Bids for the construction of the following Project:

#### PFAS Soil Removal Action

Bids for the construction of the Project will be received at the Northwest Regional Airport Authority Administration Office located at 727 Fly Don't Drive, Traverse City, Michigan 49686 until Wednesday, February 11, 2026, at 12:00 p.m. local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Demolition, excavation, and backfilling site of approximately 5,000 yd<sup>3</sup> of PFAS contaminated soil.

Bids are requested for the following Contract: PFAS Soil Removal Action

The Project has an expected duration of 90 days.

### Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated websites:

<https://tvcairport.com/tvc-public-notices/>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Gosling Czubak Engineering Sciences  
<https://www.goslingczubak.com/bid-lists/>

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

### Pre-bid Conference

A mandatory pre-bid conference for the Project will be held on Friday, January 30, 2026, at 1100 a.m. at the Cherry Capital airport second-floor conference room at 727 Fly Don't Drive, Traverse City, Michigan 49686. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: Northwest Regional Airport Authority

By: Bob Nelesen

Title: Airport Engineer

Date: January 19, 2026

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

	Page
Article 1— Defined Terms.....	1
Article 2— Bidding Documents .....	8
Article 3— Qualifications of Bidders .....	9
Article 4— Pre-Bid Conference .....	9
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner's Safety Program; Other Work at the Site .....	10
Article 6— Bidder's Representations and Certifications .....	13
Article 7— Interpretations and Addenda .....	13
Article 8— Bid Security .....	13
Article 9— Contract Times .....	14
Article 10— Substitute and "Or Equal" Items.....	14
Article 11— Subcontractors, Suppliers, and Others.....	14
Article 12— Preparation of Bid .....	15
Article 13— Basis of Bid.....	16
Article 14— Submittal of Bid.....	16
Article 15— Modification and Withdrawal of Bid.....	17
Article 16— Opening of Bids.....	17
Article 17— Bids to Remain Subject to Acceptance .....	17
Article 18— Evaluation of Bids and Award of Contract.....	17
Article 19— Bonds and Insurance .....	19
Article 20— Signing of Agreement .....	19
Article 21— Sales and Use Taxes.....	19
Article 22— Contracts to Be Assigned.....	19

### ARTICLE 1—DEFINED TERMS

#### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial

capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to

Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

- d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
- 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
- 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
- 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
- 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
- 17. *Cost of the Work*—See Paragraph 13.01 for definition.
- 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
- 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
- 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
- 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
- 22. *Engineer*—The individual or entity named as such in the Agreement.
- 23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.
26. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
28. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
29. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
30. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
31. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
34. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

35. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
36. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
37. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
38. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
39. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
40. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
41. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
42. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
43. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
44. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
  - a. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - b. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely

to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

- C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 *Electronic Documents*
  - A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
    1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version [insert version number] or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
  - B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
  - C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
    1. Electronic Documents that are available in native file format include:

250258 site plan.dwg

2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

### ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Written evidence establishing its qualifications such as previous experience and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Subcontractor and Supplier qualification information.
  - E. Other required information regarding qualifications.
  - F. Hazardous Waste Operator and Emergency Response (HazWOpER) training records per 40CFR1910.120
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a

Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.

4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

## ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

### 5.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

### 5.02 *Existing Site Conditions*

#### A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The following table identifies the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.

Report Title	Date of Report	Technical Data
Soil Analytical Aerial Map	7/29/2025	
TCLP lab report (Merit Labs)	11/13/2025	Analytical Results

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. *Geotechnical Baseline Report/Geotechnical Data Report:* The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).

- a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
- b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
- c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
- d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

### 5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
  1. Final Report - Cherry Capital Airport PFAS Testing & Monitoring Grant #23-0573, October 30, 2024

Owner will make copies of these other Site-related documents available to any Bidder on request.
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
- C. A Site visit is scheduled for Friday, January 30, 2026, at 11:00 am at the Cherry Capital airport second-floor conference room at 727 Fly Don't Drive, Traverse City, Michigan. Maps to the Site will be made available upon request.
- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: Bob Nelesen, bob.nelesen@tvcairport.com. Bidder must conduct the required Site visit during normal working hours.
- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
  - I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

## ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

### 6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
  - A. Adam Segerlind, [aesegerlind@goslingczubak.com](mailto:aesegerlind@goslingczubak.com), 231-933-5135
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's

damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

## ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

## ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

## ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
  - A. Demolition, Excavation and backfilling site approximately 670 yd<sup>3</sup> of petroleum contaminated soil from a former above ground storage tank, monitoring well installation, and restoration with grass and paving.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such

Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in the Contract.

## ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

- All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

## ARTICLE 13—BASIS OF BID

- 13.01 *Unit Price*
  - A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
  - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
  - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

## ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the

notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.

D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.

F. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.

1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion in calendar days times the rate for liquidated damages in dollars per day.

2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for

those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

## ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the Bidding Contract sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

## ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

## ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from Michigan state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. [number]). Said taxes must not be included in the Bid.

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## ARTICLE 22—CONTRACTS TO BE ASSIGNED

None

# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the Instructions to Bidder.

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Kevin Klein at 727 Fly Don't Drive, Traverse City, Michigan 49686
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data.

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

### 3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1		
2	Safety and Security	LS	1		
3	Maintenance of Temporary Perimeter Fence	Month	2		
4	Excavation & Transportation	Tons	7,500		
5	Backfill & Compaction	Tons	7,500		
Total of All Unit Price Bid Items				\$	

- B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
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ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.06 of the Contract on or before the dates or within the number of calendar days indicated in Article 4 of the Contract.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
  1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

## 6.02 *Bidder's Certifications*

### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

---

*(typed or printed name of organization)*

By:

---

*(individual's signature)*

Name:

---

*(typed or printed)*

Title:

---

*(typed or printed)*

Date:

---

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

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*(individual's signature)*

Name:

---

*(typed or printed)*

Title:

---

*(typed or printed)*

Date:

---

*(typed or printed)*

Address for giving notices:

---

---

Bidder's Contact:

Name:

---

*(typed or printed)*

Title:

---

*(typed or printed)*

Phone:

---

Email:

---

Address:

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Bidder's Contractor License No.: (if applicable)

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## BID BOND (PENAL SUM FORM)

<p>Bidder</p> <p>Name:</p> <p>Address (<i>principal place of business</i>):</p>	<p>Surety</p> <p>Name:</p> <p>Address (<i>principal place of business</i>):</p>
<p>Owner</p> <p>Name: Northwest Regional Airport Authority</p> <p>Address (<i>principal place of business</i>): 727 Fly Don't Drive Traverse City, Michigan 49686</p>	<p>Bid</p> <p>Project (<i>name and location</i>): PFAS Soil Removal Action; 727 Fly Don't Drive Traverse City, Michigan 49686</p> <p>Bid Due Date: February 11, 2026</p>
<p>Bond</p> <p>Penal Sum:</p> <p>Date of Bond:</p> <p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p> <p>By: _____ (<i>Full formal name of Bidder</i>) (<i>Signature</i>)</p> <p>Name: _____ (<i>Printed or typed</i>)</p> <p>Title: _____</p> <p>Attest: _____ (<i>Signature</i>)</p> <p>Name: _____ (<i>Printed or typed</i>)</p> <p>Title: _____</p>	<p>Surety</p> <p>By: _____ (<i>Full formal name of Surety</i>) (<i>corporate seal</i>) (<i>Signature</i>) (<i>Attach Power of Attorney</i>)</p> <p>Name: _____ (<i>Printed or typed</i>)</p> <p>Title: _____</p> <p>Attest: _____ (<i>Signature</i>)</p> <p>Name: _____ (<i>Printed or typed</i>)</p> <p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## C-451 QUALIFICATIONS STATEMENT GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority: \$	
Name:	Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority: \$	
Name:	Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority: \$	
Name:	Title:	

## ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

## ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification, if requested.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

## ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s), if requested.

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

## ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business's most recent financial statement:	Not Required		<input type="checkbox"/> Attached
Date of Business's most recent audited financial statement:	Not Required		<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement			
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

## ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of: _____			
Is surety authorized to provide surety bonds in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

## ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Does provider have an A.M. Best Rating of A-VII or better? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):		
Physical Address (principal place of business):		
Phone (main):		Phone (claims):

## ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:	
As a general contractor:	As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:	
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Provide full details in a separate attachment if the response to any of these questions is Yes.	

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

## ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- Diverse Business Certifications if required by Paragraph 3.01, only if requested by Owner.
- Certification of Business's safety performance if required by Paragraph 4.02, only if requested by Owner.
- Financial statements as required by Paragraph 5.01, only if requested by Owner.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: \_\_\_\_\_

*(typed or printed name of organization)*

By: \_\_\_\_\_

*(individual's signature)*

Name: \_\_\_\_\_

*(typed or printed)*

Title: \_\_\_\_\_

*(typed or printed)*

Date: \_\_\_\_\_

*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

*(individual's signature)*

Name: \_\_\_\_\_

*(typed or printed)*

Title: \_\_\_\_\_

*(typed or printed)*

Address for giving notices:

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Designated Representative:

Name: \_\_\_\_\_

*(typed or printed)*

Title: \_\_\_\_\_

*(typed or printed)*

Address:

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Phone: \_\_\_\_\_

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Email: \_\_\_\_\_

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Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

## Schedule C—Key Individuals

Project Manager		
Name of individual		
Years of experience as project manager		
Years of experience with this organization		
Number of similar projects as project manager		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)		
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's role on project	Candidate's role on project	
Project Superintendent		
Name of individual		
Years of experience as project superintendent		
Years of experience with this organization		
Number of similar projects as project superintendent		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)		
Name	Name	
Title/Position	Title/Position	
Organization	Organization	
Telephone	Telephone	
Email	Email	
Project	Project	
Candidate's role on project	Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Name		
Title/Position	Title/Position		
Organization	Organization		
Telephone	Telephone		
Email	Email		
Project	Project		
Candidate's role on project	Candidate's role on project		
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Name		
Title/Position	Title/Position		
Organization	Organization		
Telephone	Telephone		
Email	Email		
Project	Project		
Candidate's role on project	Candidate's role on project		

## NOTICE OF AWARD

Date of Issuance:

Owner: Northwest Regional Airport Authority      Owner's Project No.:  
Engineer: Gosling Czubak Engineering Sciences      Engineer's Project No.: 250258.01  
Project: PFAS Soil Removal Action  
Contract Name: PFAS Soil Removal Action  
Bidder:  
Address:

You are notified that Owner has accepted your Bid dated \_\_\_\_\_ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Demolition, excavation, and backfilling site of approximately 5,000 yd<sup>3</sup> of PFAS contaminated soil and restoration with grass.

The Contract Price of the awarded Contract is \$\_\_\_\_\_. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Northwest Regional Airport Authority

By (signature): \_\_\_\_\_

Name (printed): Kevin Klein

Title: Airport Director

Copy: Gosling Czubak Engineering Sciences, Adam Segerlind

# CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Northwest Regional Airport Authority, 727 Fly Don't Drive, Traverse City, MI 49686 (Owner) and \_\_\_\_\_ (Contractor). Owner and Contractor hereby agree as follows:

## ARTICLE 1—THE WORK

### 1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  1. Former Harbour Air Facility Soil Removal Action which consists of the excavation and disposal of petroleum-contaminated soils as the result of a former above ground storage tank, backfill, compaction, and restoration.
  2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located at the property address: 1150 Airport Road, Traverse City, MI 49686.

## ARTICLE 2—CONTRACT DOCUMENTS

### 2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.

- D. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

## 2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
  - 1. This Contract for Construction of a Small Project.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. Specifications as listed in the Specifications Table of Contents.
  - 5. Drawings as listed on the Drawing Sheet Index.
  - 6. Addenda.
  - 7. Exhibits to this Contract (enumerated as follows):
    - a. [Exhibit 1 – Name of Exhibit].
    - b. [Exhibit 2 – Name of Exhibit].
  - 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
    - a. Notice to Proceed (EJCDC® C-550).
    - b. Work Change Directives (EJCDC® C-940).
    - c. Change Orders (EJCDC® C-941).
    - d. Field Orders (EJCDC® C-942).
    - e. NRAA Insurance Specification
    - f. Federal Contract Provisions

## ARTICLE 3—ENGINEER

### 3.01 *Engineer*

- A. The Engineer for this Project is Gosling Czubak Engineering Sciences (Adam Segerlind, P.E.)

## ARTICLE 4—CONTRACT TIMES

### 4.01 *Contract Times*

- A. The Work will be substantially complete within 90 days after the Effective Date of the Contract and completed and ready for final payment no later than **Friday, January 16, 2026**.

- B. The Owner anticipates the project to be substantial completed in Spring 2026 with final completion and/or restoration possible carrying over into Summer 2026.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$500 for each day that expires after the Contract Time for substantial completion.

4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

**ARTICLE 5—CONTRACT PRICE**

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1		

2	Safety and Security	LS	1		
3	Demolition & Installation	Yd.	1		
4	Excavation & Backfill	Tons	7,500		
6	Restoration – Topsoil & Seed	Sq. Yd.	16,000		
Total of All Unit Price Bid Items					\$

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

### 6.02 *Insurance*

- A. See Insurance Specification

## ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

### 7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

#### 7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

#### 7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

**7.07 *Laws and Regulations; Taxes***

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

**7.08 *Record Documents***

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

**7.09 *Safety and Protection***

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  1. All persons on the Site or who may be affected by the Work;
  2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.

F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

#### 7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to

use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

#### 7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable. This provision is not intended to waive the defense of governmental immunity that may be asserted by Owner in any action against it. This provision shall survive termination of this Contract.

### ARTICLE 8—OWNER'S RESPONSIBILITIES

#### 8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- H. Neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into the Agreement by any federal agency or department or any agency or political subdivision of the State of Michigan. The term "principal" for purposes of the Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory

responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor. Additionally, Contractor agrees to comply with 2 CFR Part 1200 and 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction". As such, Contractor must verify each lower tier participant of a "covered transaction" under the Project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder shall accomplish this by:

1. Checking the Exclusion Extract located on the System for Award Management (SAM) at <https://www.sam.gov/SAM/>;
2. Collecting a certification statement similar to paragraph (a); and
3. Inserting a clause or condition in the covered transaction with the lower tier contract

## ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

### 9.01 *Engineer's Status*

- A. Engineer will be Owner's representative during construction.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## ARTICLE 10—CHANGES IN THE WORK

### 10.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### 10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.03 *Work Change Directive*

A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

#### 10.04 *Field Orders*

A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

### ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

#### 11.01 *Differing Site Conditions Process*

A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.

- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
  - 1. Review the condition in question;
  - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
  - 4. Obtain any pertinent cost or schedule information from Contractor;
  - 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

## ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

### 12.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

### 13.01 *Tests and Inspections*

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

### 13.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## ARTICLE 14—PAYMENTS TO CONTRACTOR

### 14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

### 14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by

the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.

- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

**14.03 *Retainage***

- A. The Owner shall retain 10% of each progress payment until the Work is substantially complete.

**14.04 *Review of Applications***

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

**14.05 *Contractor's Warranty of Title***

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

**14.06 *Substantial Completion***

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
  1. All documentation called for in the Contract Documents;
  2. Consent of the surety to final payment;
  3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  4. A list of all pending claims; and
  5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

**ARTICLE 15—SUSPENSION OF WORK AND TERMINATION**

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

**15.02 Owner May Terminate for Cause**

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

**15.03 Owner May Terminate for Convenience**

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

### ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

#### 16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
  1. Contractor has examined and carefully studied the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

### ARTICLE 17—MISCELLANEOUS

#### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

#### 17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

#### 17.03 *Limitation of Damages*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located. This Contract was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Contract on behalf of Contractor, or if a person of masculine or feminine gender joins in this Contract on behalf of Contractor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires.

In the event that any term, clause or provision of this Contract conflicts with any term, clause, or provision contained in any attachments to this Contract, this Contract's terms shall prevail. In the event any term, clause or provision of a standard, specification, manual, or code published or prepared by any entity other than Owner or its agents conflicts with any term, clause, provision or specification prepared by Owner or its agents, the term, clause, provision or specification prepared by the Owner or its agents shall prevail except as otherwise required by law.

References to standards, specifications, manuals, or codes of any technical society organization, or association shall mean the standard, specification, manual, code, or law or regulation in effect at the time of opening the Bid or the date of this Contract, whichever occurs first, except as otherwise stated or required by law or regulation. References to any law, rule, or regulation shall mean the law, rule, or regulation in effect at the time the Work or any portion thereof is performed by the Contractor.

17.08 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the Federal Aviation Administration's Standard Specifications for Construction of Airports, as stated in the version of Advisory Circular Number 140/5370-10 as of the effective date of the Contract. Any reference to the Michigan Department of Transportation, Michigan Aeronautics Commission, or Bureau of Aeronautics in the Contract Documents with to any administrative function shall be interpreted to mean the Owner.

17.09 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation,

money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

17.10 *Successors and Assigns*

- A. Owner and Contractor each bind itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.11 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.12 *Non-Discrimination*

- A. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, sexual orientation, gender identity, religion, national origin, age, sex, height, weight, family status, marital status, or physical or mental disability. Breach of this covenant may be regarded as a material breach of this Contract.

17.13 *Freedom of Information Act*

- A. The Contractor acknowledges that Owner may be required from time to time to release records in its possession by law. The Contractor hereby gives permission to Owner to release any records or materials received by the Owner as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Contractor shall not be held liable for any reuse of the documents prepared by the Contractor under this Contract for purposes other than anticipated herein.

17.14 *Failure to Enforce.*

- A. Failure by Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof, or the right of Owner to enforce any provision at any time in accordance with its terms.

17.15 *Interpretation.*

- A. This Contract shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Contract was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Contract on behalf of Contractor, or if a person of masculine or feminine gender joins in this Contract on behalf of Contractor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires.

In the event that any term, clause or provision of this Contract conflicts with any term, clause, or provision contained in any attachments to this Contract, this Contract's terms shall prevail. In the event any term, clause or provision of a standard, specification, manual, or code published or prepared by any entity other than Owner or its agents conflicts with any term, clause, provision or specification prepared by Owner or its agents, the term, clause, provision or specification prepared by the Owner or its agents shall prevail except as otherwise required by law.

References to standards, specifications, manuals, or codes of any technical society organization, or association shall mean the standard, specification, manual, code, or law or regulation in effect at the time of opening the Bid or the date of this Contract, whichever occurs first, except as otherwise stated or required by law or regulation. References to any law, rule, or regulation shall mean the law, rule, or regulation in effect at the time the Work or any portion thereof is performed by the Contractor.

**17.16 *Authority to Execute***

1. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Contract on behalf of the party to the Contract.

**17.17 *Third Party Beneficiaries***

- A. This Contract confers no rights or remedies on any third party, other than the parties to this Contract and their respective successors and permitted assigns.

**17.18 *Digital Signatures***

- A. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, et seq. that this Contract may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

**17.19 *Execution in Counterparts***

- A. This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

**17.20 *Costs and Expenses***

- A. Contractor shall be responsible for reasonable attorney fees and costs incurred by the Owner in connection with recovery under the bonds furnished by Contractor or any of its subcontractors under this Contract as well as any reasonable attorney fees and costs incurred by the Owner in connection with the Contractor's performance or failure to perform under this Contract. Costs that may be charged to the Contractor include, but are not limited to, all costs and expenses incurred by the Owner in connection with performing any portion of the Work that the Contractor fails and refuses to perform following notice to the Contractor. In case of an emergency, where in the opinion of the Engineer, delay would cause serious loss or damage, or presents a safety hazard to the air traveling public, corrective work may be undertaken without advance notice to Contractor, and Contractor shall be liable for all costs and expenses incurred. The remedies set forth in this paragraph are cumulative of any other remedies the Owner may have.

The Effective Date of the Contract is [date to be inserted at the time of execution].

Owner:

Northwest Regional Airport Authority  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

727 Fly Don't Drive  
Traverse City, MI 49686

Designated Representative:  
Name: Kevin Klein  
(typed or printed)

Title: Chief Executive Officer  
(typed or printed)

Address:  
727 Fly Don't Drive  
Traverse City, MI 49686

Phone: 231-947-2250

Email: [Kevin.Klein@tvcairport.com](mailto:Kevin.Klein@tvcairport.com)  
Agreement.)

Contractor:

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:  
Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)

State: \_\_\_\_\_

# CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Northwest Regional Airport Authority, 727 Fly Don't Drive, Traverse City, MI 49686 (Owner) and \_\_\_\_\_ (Contractor). Owner and Contractor hereby agree as follows:

## ARTICLE 1—THE WORK

### 1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
  1. PFAS Soil Removal Action which consists of the excavation and disposal of contaminated soils as the result of prior airport activity.
  2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located directly east of the property address: 727 Fly Don't Drive, Traverse City, MI 49686.

## ARTICLE 2—CONTRACT DOCUMENTS

### 2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times:* References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to

(1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

## 2.02 *Contract Documents Defined*

A. The Contract Documents consist of the following documents:

1. This Contract for Construction of a Small Project.
2. Performance bond.
3. Payment bond.
4. Specifications as listed in the Specifications Table of Contents.
5. Drawings as listed on the Drawing Sheet Index.
6. Addenda.
7. Exhibits to this Contract (enumerated as follows):
  - a. [Exhibit 1 – Name of Exhibit].
  - b. [Exhibit 2 – Name of Exhibit].
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - a. Notice to Proceed (EJCDC® C-550).
  - b. Work Change Directives (EJCDC® C-940).
  - c. Change Orders (EJCDC® C-941).
  - d. Field Orders (EJCDC® C-942).
  - e. NRAA Insurance Specification
  - f. Federal Contract Provisions

## ARTICLE 3—ENGINEER

### 3.01 *Engineer*

A. The Engineer for this Project is Gosling Czubak Engineering Sciences (Adam Segerlind, P.E.)

## ARTICLE 4—CONTRACT TIMES

### 4.01 *Contract Times*

A. The Work will be substantially complete within 90 days after the Effective Date of the Contract and completed and ready for final payment no later than **Friday, July 16, 2026**.

B. The Owner anticipates the project to be substantial completed in Spring 2026 with final completion and/or restoration possible carrying over into Summer 2026.

4.02 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner \$500 for each day that expires after the Contract Time for substantial completion.

4.03 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

A. Contractor shall develop a progress schedule and submit it to Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.

B. Contractor shall update and submit the progress schedule to Engineer each month. Owner may withhold payment if Contractor fails to submit the schedule.

## ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization	LS	1		
2	Safety and Security	LS	1		

3	Fence Demolition & Installation	Yd	200		
4	Excavation	Tons	7,500		
5	Backfill	Tons	7,500		
6	Restoration – Topsoil & Seed	Sq. Yd.	16,000		
Total of All Unit Price Bid Items					\$

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

### 6.02 *Insurance*

- A. See Insurance Specification

## ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

### 7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

#### 7.03 *Other Work at the Site*

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *Subcontractors and Suppliers*

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

#### 7.06 *Licenses, Fees and Permits*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.

**7.07 *Laws and Regulations; Taxes***

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

**7.08 *Record Documents***

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

**7.09 *Safety and Protection***

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  1. All persons on the Site or who may be affected by the Work;
  2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.

F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Engineer prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.
- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Engineer specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of submittals. Engineer's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Engineer's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Engineer's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

#### 7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

#### 7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to

use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

#### 7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable. This provision is not intended to waive the defense of governmental immunity that may be asserted by Owner in any action against it. This provision shall survive termination of this Contract.

### ARTICLE 8—OWNER'S RESPONSIBILITIES

#### 8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- H. Neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into the Agreement by any federal agency or department or any agency or political subdivision of the State of Michigan. The term "principal" for purposes of the Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory

responsibilities, or a person who has a critical influence on or substantive control over the operations of the Vendor. Additionally, Contractor agrees to comply with 2 CFR Part 1200 and 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction". As such, Contractor must verify each lower tier participant of a "covered transaction" under the Project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder shall accomplish this by:

1. Checking the Exclusion Extract located on the System for Award Management (SAM) at <https://www.sam.gov/SAM/>;
2. Collecting a certification statement similar to paragraph (a); and
3. Inserting a clause or condition in the covered transaction with the lower tier contract

## ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

### 9.01 *Engineer's Status*

- A. Engineer will be Owner's representative during construction.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility, or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, its subcontractors, suppliers, or sureties, or to any employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.
- D. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## ARTICLE 10—CHANGES IN THE WORK

### 10.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

### 10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

- 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
- 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.

B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

#### 10.04 *Field Orders*

- A. Engineer may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

### ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

#### 11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner and Engineer about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
  - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.

- B. After receipt of notice regarding a possible differing subsurface or physical condition, Engineer will promptly:
  - 1. Review the condition in question;
  - 2. Determine if it is necessary for Owner to obtain additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
  - 4. Obtain any pertinent cost or schedule information from Contractor;
  - 5. Advise Owner of Engineer's findings, conclusions, and recommendations, including recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

## ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

### 12.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

### 13.01 *Tests and Inspections*

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's and Engineer's acceptance of materials or equipment; and (4) to obtain Engineer's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense.

### 13.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## ARTICLE 14—PAYMENTS TO CONTRACTOR

### 14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Engineer. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

### 14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Engineer monthly, in a form acceptable to the Engineer. Contractor shall provide supporting documentation required by

the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.

- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

**14.03 *Retainage***

- A. The Owner shall retain 10% of each progress payment until the Work is substantially complete.

**14.04 *Review of Applications***

- A. Within 10 days after receipt of each application for payment, Engineer will either recommend payment and present the application for payment to Owner, or return the application for payment to Contractor indicating Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

**14.05 *Contractor's Warranty of Title***

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

**14.06 *Substantial Completion***

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Engineer issue a certificate of substantial completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Engineer will inspect the Work with Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner of the reasons for Engineer's decision.
- C. If Engineer considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Engineer will deliver to Owner and Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
  1. All documentation called for in the Contract Documents;
  2. Consent of the surety to final payment;
  3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
  4. A list of all pending claims; and
  5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

**ARTICLE 15—SUSPENSION OF WORK AND TERMINATION**

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

### ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

#### 16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
  1. Contractor has examined and carefully studied the Contract Documents.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  4. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

### ARTICLE 17—MISCELLANEOUS

#### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

#### 17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

#### 17.03 *Limitation of Damages*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located. This Contract was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Contract on behalf of Contractor, or if a person of masculine or feminine gender joins in this Contract on behalf of Contractor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires.

In the event that any term, clause or provision of this Contract conflicts with any term, clause, or provision contained in any attachments to this Contract, this Contract's terms shall prevail. In the event any term, clause or provision of a standard, specification, manual, or code published or prepared by any entity other than Owner or its agents conflicts with any term, clause, provision or specification prepared by Owner or its agents, the term, clause, provision or specification prepared by the Owner or its agents shall prevail except as otherwise required by law.

References to standards, specifications, manuals, or codes of any technical society organization, or association shall mean the standard, specification, manual, code, or law or regulation in effect at the time of opening the Bid or the date of this Contract, whichever occurs first, except as otherwise stated or required by law or regulation. References to any law, rule, or regulation shall mean the law, rule, or regulation in effect at the time the Work or any portion thereof is performed by the Contractor.

17.08 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the Federal Aviation Administration's Standard Specifications for Construction of Airports, as stated in the version of Advisory Circular Number 140/5370-10 as of the effective date of the Contract. Any reference to the Michigan Department of Transportation, Michigan Aeronautics Commission, or Bureau of Aeronautics in the Contract Documents with to any administrative function shall be interpreted to mean the Owner.

17.09 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation,

money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

17.10 *Successors and Assigns*

- A. Owner and Contractor each bind itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.11 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17.12 *Non-Discrimination*

- A. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, sexual orientation, gender identity, religion, national origin, age, sex, height, weight, family status, marital status, or physical or mental disability. Breach of this covenant may be regarded as a material breach of this Contract.

17.13 *Freedom of Information Act*

- A. The Contractor acknowledges that Owner may be required from time to time to release records in its possession by law. The Contractor hereby gives permission to Owner to release any records or materials received by the Owner as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.* Provided, however, that the Contractor shall not be held liable for any reuse of the documents prepared by the Contractor under this Contract for purposes other than anticipated herein.

17.14 *Failure to Enforce.*

- A. Failure by Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof, or the right of Owner to enforce any provision at any time in accordance with its terms.

17.15 *Interpretation.*

- A. This Contract shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Contract was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Contract on behalf of Contractor, or if a person of masculine or feminine gender joins in this Contract on behalf of Contractor, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires.

In the event that any term, clause or provision of this Contract conflicts with any term, clause, or provision contained in any attachments to this Contract, this Contract's terms shall prevail. In the event any term, clause or provision of a standard, specification, manual, or code published or prepared by any entity other than Owner or its agents conflicts with any term, clause, provision or specification prepared by Owner or its agents, the term, clause, provision or specification prepared by the Owner or its agents shall prevail except as otherwise required by law.

References to standards, specifications, manuals, or codes of any technical society organization, or association shall mean the standard, specification, manual, code, or law or regulation in effect at the time of opening the Bid or the date of this Contract, whichever occurs first, except as otherwise stated or required by law or regulation. References to any law, rule, or regulation shall mean the law, rule, or regulation in effect at the time the Work or any portion thereof is performed by the Contractor.

**17.16 *Authority to Execute***

1. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Contract on behalf of the party to the Contract.

**17.17 *Third Party Beneficiaries***

- A. This Contract confers no rights or remedies on any third party, other than the parties to this Contract and their respective successors and permitted assigns.

**17.18 *Digital Signatures***

- A. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, et seq. that this Contract may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

**17.19 *Execution in Counterparts***

- A. This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

**17.20 *Costs and Expenses***

- A. Contractor shall be responsible for reasonable attorney fees and costs incurred by the Owner in connection with recovery under the bonds furnished by Contractor or any of its subcontractors under this Contract as well as any reasonable attorney fees and costs incurred by the Owner in connection with the Contractor's performance or failure to perform under this Contract. Costs that may be charged to the Contractor include, but are not limited to, all costs and expenses incurred by the Owner in connection with performing any portion of the Work that the Contractor fails and refuses to perform following notice to the Contractor. In case of an emergency, where in the opinion of the Engineer, delay would cause serious loss or damage, or presents a safety hazard to the air traveling public, corrective work may be undertaken without advance notice to Contractor, and Contractor shall be liable for all costs and expenses incurred. The remedies set forth in this paragraph are cumulative of any other remedies the Owner may have.

The Effective Date of the Contract is [date to be inserted at the time of execution].

Owner:

Northwest Regional Airport Authority  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

727 Fly Don't Drive  
Traverse City, MI 49686

Designated Representative:  
Name: Kevin Klein  
(typed or printed)

Title: Chief Executive Officer  
(typed or printed)

Address:  
727 Fly Don't Drive  
Traverse City, MI 49686

Phone: 231-947-2250

Email: [Kevin.Klein@tvcairport.com](mailto:Kevin.Klein@tvcairport.com)  
Agreement.)

Contractor:

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:  
Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
(where applicable)

State: \_\_\_\_\_

# Federal Contract Provision for Obligated Sponsors

## GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

### Title VI Solicitation Notice:

The **Northwest Regional Airport Authority**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## INSURANCE SPECIFICATION

### Insurance Required to be Purchased and Maintained by the Contractor

*Notwithstanding any other provisions of this Contract, Contractor shall comply with all requirements of this Insurance Specification. Contractor shall purchase and maintain (i.e. keep in force) insurance which conforms to the requirements of this Insurance Specification.*

#### 1.1 Insurance—General Provisions

- 1.1.1 Contractor shall obtain and maintain insurance as required in this Insurance Specification.
- 1.1.2 All insurance required by the Contract to be purchased and maintained by Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-X or better.
- 1.1.3 Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Insurance Specification, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- 1.1.4 Failure of Owner to demand such certificates or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance.
- 1.1.5 If Contractor does not purchase or maintain all of the insurance required of Contractor by the Contract, Contractor shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- 1.1.6 If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16 of the General Conditions of the Contract.
- 1.1.7 Without prejudice to any other right or remedy, if Contractor has failed to obtain required insurance, Owner may elect to obtain equivalent insurance to protect Owner's interests at the expense of the Contractor, and the Contract Price shall be adjusted accordingly.
- 1.1.8 Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- 1.1.9 The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

## 1.2 Contractor's Insurance - Liability

- 1.2.1 Owner's & Contractor's Protective Liability: Contractor shall purchase and maintain an Owner's & Contractor's Protective Liability Policy ("OCP" Policy). The OCP policy shall name the Owner, the Engineer, their consultants, agents, and employees, as the insureds (hereinafter collectively called the "named insureds"). The OCP policy will protect the named insureds for any actual or alleged liability arising out of the work performed by the Contractor, the Subcontractor(s), or Suppliers, on this Project. The OCP policy will provide primary, non-contributing coverage.
- 1.2.2 Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1.2.2.1 Claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 1.2.2.2 United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 1.2.2.3 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  - 1.2.2.4 Foreign voluntary worker compensation (if applicable).
- 1.2.3 Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
  - 1.2.3.1 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

- 1.2.3.2 Claims for damages insured by reasonably available personal injury liability coverage.
- 1.2.3.3 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- 1.2.4 Commercial General Liability—Form and Content: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
  - 1.2.4.1 Products and completed operations coverage: Such insurance shall be maintained for three years after final payment.
  - 1.2.4.2 Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  - 1.2.4.3 Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  - 1.2.4.4 Premises/operations liability.
  - 1.2.4.5 Personal and advertising injury.
  - 1.2.4.6 Broad form property damage coverage.
  - 1.2.4.7 Severability of interest (the CGL policy shall apply to each named insured as if that named insured was the only named insured and the policy shall apply separately to each insured against whom claim is made or suit is brought).
  - 1.2.4.8 Underground, explosion, and collapse coverage.
  - 1.2.4.9 Personal injury coverage, including employees (with no exclusions pertaining to employment).
  - 1.2.4.10 Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  - 1.2.4.11 For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

- 1.2.5 Automobile liability: Contractor shall purchase and maintain comprehensive automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle, including owned, non-owned, and hired motor vehicles. In light of standard policy provisions concerning (a) loading and unloading, and (b) definitions pertaining to motor vehicles licensed for road use versus unlicensed or self-propelled construction equipment, it is recommended that the comprehensive automobile liability insurance policy and the commercial general liability policy be written by the same insurance carrier, though not necessarily in one the policy. The comprehensive automobile liability policy shall be written on an occurrence basis.
- 1.2.6 Umbrella or excess liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. The coverage afforded shall be at least as broad as the primary or underlying policy(ies). The umbrella or excess liability insurance policy(ies) shall be an occurrence policy(ies)
- 1.2.7 Contractor's pollution liability insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- 1.2.8 Railroad Protective Liability: Contractor shall purchase and maintain a Railroad Protective Liability policy, where such an exposure exists, to provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which Work under the Contract Documents is to be performed. The form of the policy and the limits of liability shall be determined by the railroad company(ies) involved.
- 1.2.9 Contractor's professional liability insurance: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall purchase and maintain applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

1.3 The policies of insurance required to be purchased and maintained by the Contractor shall:

1.3.1 Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds the Owner and Engineer, and the following individuals and entities:

Name	Address	Telephone
Northwest Regional Airport Authority 727 Fly Don't Drive, Traverse City, MI, 49686		(231) 947-2250
Gosling Czubak Engineering Sciences, Inc 1280 Business Park Drive, Traverse City, MI 49686		(231) 946-9191

The additional insured coverage shall include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and every additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements. Each additional insured endorsement shall state that each additional insured is entitled to the same rights as the named insured in the event of cancellation, including but not limited to prior notice of cancellation.

- 1.3.2 Deductible Liability: Any and all deductibles in the policies described in this Insurance Specification shall be assumed by, for the account of, and be the sole responsibility of Contractor. The amount of any deductible is subject to approval by the Owner.
- 1.3.3 Insurance will be primary: The insurance required to be purchased and maintained by the Contractor under this Insurance Specification shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the Owner, Engineer, and any other insureds. Any insurance, self-insurance or self-retention maintained by the Owner, Engineer, or any other insureds, shall be in excess of the insurance purchased and maintained by the Contractor under this Insurance Specification, and shall not contribute with it.
- 1.3.4 Coverages: Include at least the specific coverages provided in this Insurance Specification.
- 1.3.5 Minimum Limits: Be written for not less than the limits of liability provided in this Insurance Specification and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

- 1.3.6 Notice of Cancellation: Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least ten (10) days prior written notice has been given to Contractor. Within three (3) days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
- 1.3.7 Duration: Remain in effect at least until final payment (and longer if expressly required in this Insurance Specification or the Supplementary Conditions) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
- 1.3.8 Be appropriate for the Work being performed and provide protection to Contractor, Owner, Engineer, and any other additional insured from claims that may arise out of or result from Contractor's, Sub-contractor's or Supplier's performance of the Work, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- 1.3.9 The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 1.4 Contractor's Insurance - Property

Builder's Risk or Installation Floater: If required on this project as indicated by a check mark in Section 1.5.7, Contractor shall purchase and maintain builder's risk insurance or an installation floater upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in this Insurance Specification, or the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

- 1.4.1.1 Include the interests of Owner, Contractor, Subcontractors, Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors, of any of them, and any other individuals or entities required by this Insurance Specification and/or the Supplementary Conditions to be insured under such builder's risk policy. Each of whom shall be listed as a named insured (the parties required to be insured shall collectively be referred to as "insureds").
- 1.4.1.2 Be written on either a builder's risk or installation floater "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal;

demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by this Insurance Specification and/or the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

- 1.4.1.3 Cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- 1.4.1.4 Cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
- 1.4.1.5 Extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
- 1.4.1.6 Extend to cover damage or loss to insured property while in transit.
- 1.4.1.7 Allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- 1.4.1.8 Allow for the waiver of the insurer's subrogation rights, as set forth below.
- 1.4.1.9 Provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
- 1.4.1.10 Not include a co-insurance clause.
- 1.4.1.11 Include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
- 1.4.1.12 Include performance/hot testing and start-up.
- 1.4.1.13 Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer, with 30 days written notice to each other Insured.

- 1.4.2 Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this section shall contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least ten (10) days prior written notice has been given to the purchasing policyholder. Within three (3) days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- 1.4.3 Deductibles: Contractor shall pay for costs not covered because of the application of a policy deductible.
- 1.4.4 Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04 of the General Conditions of the Contract, then Owner, through Contractor, will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- 1.4.5 Additional Insurance: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this section, it may do so at Contractor's expense.
- 1.4.6 Insurance of Other Property: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.
- 1.4.7 Waiver of Rights: All policies purchased in accordance with this Section 1.4, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in this Insurance Specification, or the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of

insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

#### 1.4.8 Sub-Contractors Waiver of Rights

Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in this Insurance Specification or the Supplementary Conditions, as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

#### 1.4.9 Receipt and Application of Property Insurance Proceeds

Any insured loss under the builder's risk and other policies of insurance required by this section will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by this section shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of the Contract or applicable Laws and Regulations.

If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

### 1.5 Minimum limits

1.5.1 The minimum limits for the insurance required by this Insurance Specification shall provide coverage for not less than the following amounts or greater where required by Laws or Regulations:

#### ~~1.5.2 Owner's & Contractor's Protective Liability Policy~~

<del>1.5.2.1.1 Each Occurrence</del>	<del>\$5,000,000</del>
<del>1.5.2.1.2 General Aggregate</del>	<del>\$5,000,000</del>

#### 1.5.3 Contractor's Commercial General Liability Policy

1.5.3.1	General – Aggregate	\$2,000,000
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1.5.3.2	Products – Completed Operations Aggregate	\$2,000,000
1.5.3.3	Personal and Advertising Injury	\$1,000,000
1.5.3.4	Each Occurrence	\$1,000,000
1.5.3.5	Fire damage	\$50,000
1.5.3.6	Medical Expense	\$5,000
1.5.4	Comprehensive Automobile Liability Policy (In accordance with Michigan's No Fault Statute)	
1.5.4.1	Combined Single Limit of	\$1,000,000
1.5.5	Worker's Compensation and Employer's Liability Policy	
1.5.5.1	Michigan	Statutory Limits
1.5.5.2	Employer's Liability	
1.5.5.2.1	Each accident	\$ 500,000
1.5.5.2.2	Disease – each employee	\$ 500,000
1.5.5.2.3	Disease – policy limit	\$ 500,000
1.5.5.3	Federal, if applicable (e.g. FELA, Longshoreman's, etc. . . .)	Statutory Limits
1.5.6	Excess or Umbrella Liability Policy	
1.5.6.1	General Aggregate	\$3,000,000
1.5.6.2	Each Occurrence	\$3,000,000
1.5.7	Builder's Risk "all risk" policy	Full Replacement Cost
	<input type="checkbox"/> Check if required	
	Installation Floater "all risk"	Full Replacement Cost
	<input type="checkbox"/> Check if required	
1.5.8	Contractor's Pollution Liability Policy	\$1,000,000
1.5.9	Railroad Protective Liability	\$
	<input type="checkbox"/> Check if required	\$
1.5.10	Other insurance	
	<input type="checkbox"/> Check if required (List Type)	\$

## NOTICE TO PROCEED

Owner: Northwest Regional Airport Authority Owner's Project No.: \_\_\_\_\_

Engineer: Gosling Czubak Engineering Sciences Engineer's Project No.: 250258.01

Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_

Project: Former Harbour Air Soil Removal Action

Contract Name: Former Harbour Air Soil Removal Action

Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on \_\_\_\_\_.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is April 12, 2026, and the date by which readiness for final payment must be achieved is May 22, 2026.

Before starting any Work at the Site, Contractor must comply with the following:

- Review, understand, and comply with Item M-115 Airport Safety and Security
- Safety and security meeting with NRAA personnel and Engineer

Owner: Northwest Regional Airport Authority

By (signature): \_\_\_\_\_

Name (printed): Kevin Klein

Title: Chief Executive Officer

Date Issued: \_\_\_\_\_

Copy: Gosling Czubak Engineering Sciences, Adam Segerlind

## PAYMENT BOND

<p>Contractor</p> <p>Name:</p> <p>Address (<i>principal place of business</i>):</p>	<p>Surety</p> <p>Name:</p> <p>Address (<i>principal place of business</i>):</p>
<p>Owner</p> <p>Name: Northwest Regional Airport Authority</p> <p>Address (<i>principal place of business</i>): 727 Fly Don't Drive Traverse City, Michigan 49686</p>	<p>Contract</p> <p>Description (<i>name and location</i>): PFAS Soil Removal Action; 727 Fly Don't Drive Traverse City, Michigan 49686</p> <p>Contract Price:</p> <p>Effective Date of Contract:</p>
<p>Bond</p> <p>Bond Amount:</p> <p>Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18         </p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p> <p><i>(Full formal name of Contractor)</i></p> <p>By: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>	<p>Surety</p> <p><i>(Full formal name of Surety) (corporate seal)</i></p> <p>By: _____ <i>(Signature) (Attach Power of Attorney)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p> <p>Attest: _____ <i>(Signature)</i></p> <p>Name: _____ <i>(Printed or typed)</i></p> <p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: None

## Contractor's Application for Payment

Owner: <u>Northwest Regional Airport Authority</u>	Owner's Project No.: _____																								
Engineer: <u>Gosling Czubak Engineering Sciences</u>	Engineer's Project No.: <u>250258.01</u>																								
Contractor: <u>TBD</u>	Contractor's Project No.: _____																								
Project: <u>PFAS Soil Removal Action</u>																									
Contract: <u>PFAS Soil Removal Action</u>																									
Application No.: _____	Application Date: _____																								
Application Period: From _____	to _____																								
<table border="1"> <tr> <td>1. Original Contract Price</td> <td>\$ -</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td>\$ -</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td>\$ -</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td> <td>\$ -</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td>    a. _____ X \$ - Work Completed</td> <td>\$ -</td> </tr> <tr> <td>    b. _____ X \$ - Stored Materials</td> <td>\$ -</td> </tr> <tr> <td>    c. Total Retainage (Line 5.a + Line 5.b)</td> <td>\$ -</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td>\$ -</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td></td> </tr> <tr> <td>8. Amount due this application</td> <td>\$ -</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 4)</td> <td>\$ -</td> </tr> </table>		1. Original Contract Price	\$ -	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ -	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ -	5. Retainage		a. _____ X \$ - Work Completed	\$ -	b. _____ X \$ - Stored Materials	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ -	6. Amount eligible to date (Line 4 - Line 5.c)	\$ -	7. Less previous payments (Line 6 from prior application)		8. Amount due this application	\$ -	9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -
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9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -																								
<p><b>Contractor's Certification</b>  The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;</p> <p>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>																									
<p>Contractor: _____</p> <p>Signature: _____ Date: _____</p>																									
Recommended by Engineer	Approved by Owner																								
By: _____	By: _____																								
Title: _____	Title: _____																								
Date: _____	Date: _____																								
<p>Approved by Funding Agency</p>																									
By: _____	By: _____																								
Title: _____	Title: _____																								
Date: _____	Date: _____																								

## Progress Estimate - Lump Sum Work

## Contractor's Application for Payment

Owner: Northwest Regional Airport Authority  
 Engineer: Gosling Czubak Engineering Sciences  
 Contractor: TBD  
 Project: PFAS Soil Removal Action  
 Contract: PFAS Soil Removal Action

Owner's Project No.:  
 Engineer's Project No.: 250258.01  
 Contractor's Project No.:

Application No.: _____		Application Period: From _____ to _____		Application Date: _____				
A	B	C	D	E	F	G	H	I
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
1	Mobilization						-	-
2	Safety and Security						-	-
							-	-
							-	-
							-	-
Original Contract Totals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change Orders								
							-	-
							-	-
							-	-
							-	-
Change Order Totals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Original Contract and Change Orders								
Project Totals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

## Progress Estimate - Unit Price Work

## Contractor's Application for Payment

Owner: Northwest Regional Airport Authority  
 Engineer: Gosling Czubak Engineering Sciences  
 Contractor: TBD  
 Project: PFAS Soil Removal Action  
 Contract: PFAS Soil Removal Action

Owner's Project No.:  
 Engineer's Project No.: 250258.01  
 Contractor's Project No.:

Application No.: \_\_\_\_\_ Application Period: From \_\_\_\_\_ to \_\_\_\_\_ Application Date: \_\_\_\_\_

A Bid Item No.	B Description	Contract Information				Work Completed		I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
Original Contract											
3	Maintenance of Temporary Perimeter Fence	2	Months		-		-	-	-	-	-
4	Excavation & Transportation	7,500	Tons		-		-	-	-	-	-
5	Backfill & Compaction	7,500	Tons		-		-	-	-	-	-
Original Contract Totals				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Change Orders											
					-		-	-	-	-	-
					-		-	-	-	-	-
					-		-	-	-	-	-
					-		-	-	-	-	-
					-		-	-	-	-	-
Change Order Totals				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Original Contract and Change Orders											
Project Totals				\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Northwest Regional Airport Authority	Owner's Project No.:	
Engineer:	Gosling Czubak Engineering Sciences	Engineer's Project No.:	250258.01
Contractor:		Contractor's Project No.:	
Project:	PFAS Soil Removal Action		
Contract Name:	PFAS Soil Removal Action		

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

Date of Substantial Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

Amendments to Contractor's Responsibilities:  None  As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): \_\_\_\_\_

Name (printed): Adam Segerlind

Title: Project Engineer

FIELD ORDER NO.: \_\_\_\_\_

Owner: Northwest Regional Airport Authority      Owner's Project No.: \_\_\_\_\_  
Engineer: Gosling Czubak Engineering Sciences      Engineer's Project No.: 250258.01  
Contractor:      Contractor's Project No.:  
Project: PFAS Soil Removal Action  
Contract Name: PFAS Soil Removal Action  
Date Issued:      Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

Attachments:

Issued by Engineer

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ITEM M-115 AIRPORT SAFETY AND SECURITY

*The following specification is a non-standard FAA specification.*

### DESCRIPTION

**115-1.1** This item shall include direct costs to the Contractor involving safety of aircraft, on-site surface transportation, and the general public in accordance with the general conditions of the contract. This item shall include, but is not limited to: furnishing, installing, maintaining, moving and removing of all necessary temporary signs, flags, flag-persons, gate guards, barricades, lights, markings, and any additional traffic control devices, to protect air traffic in active air operations areas, surface transportation in contract areas, operations and vehicle identification devices, providing security of Contractor's areas and openings within the boundaries of the Cherry Capital Airport, and other similar costs.

**THE CONTRACTOR, BY SUBMISSION OF THEIR BID, UNDERSTANDS, AND ACKNOWLEDGES THAT THE RULES AND REGULATIONS OF THE NORTHWEST REGIONAL AIRPORT AUTHORITY (NRAA) SHALL BE COMPLIED WITH IN ALL RESPECTS TO THE PROJECT.** Found here: <https://tvcairport.com/wp-content/uploads/2022/12/RULES-AND-REGULATIONS-11-2022.pdf> The NRAA may deny access privileges to the Contractor or Contractor's personnel that do not comply with these regulations.

### MATERIALS

**115-2.1 CONSTRUCTION BARRICADES.** The barricades shall be constructed of the materials and in accordance with the information shown on the Drawings, as approved by the Engineer, to the satisfaction of the NRAA. If no materials are specified, the barricade materials shall be at the contractor's discretion. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area shall be a maximum of 18 inches high. Unless otherwise specified, barricades shall be interlocked, with no gaps to existing infrastructure greater than 3 inches. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Lights shall be steady burning or flashing red. Lights shall be battery operated and shall be of such a design that they will operate a minimum of 15 hours on a single charge. It shall be the Contractor's responsibility to immediately repair or replace any flasher that is not operating. The construction barricades provided by the Contractor shall remain the property of the Contractor.

**115-2.2 CONSTRUCTION SAFETY FENCE.** Contractor shall provide 4-foot-high construction fence supported by steel t-posts to define the work area. The construction safety fence shall be contiguous, with no gaps to existing infrastructure greater than 3 inches.

**115-2.3 TEMPORARY CONSTRUCTION SIGNAGE.** Contractor shall, at a minimum, provide temporary construction signage as shown in the Drawings. All signage designated to be placed on or near roadways adjacent to or within the project shall be in conformance with the most recent edition of the Manual of Uniform Traffic Control Devices (MUTCD) and MDOT Standards and requirements.

**115-2.4 LIGHTED RUNWAY CLOSURE MARKER.** Contractor shall provide and maintain L 893 lighted runway closure markers certified in accordance with the current edit of AC 150/5345-55 for all runway closures. Units shall remain the property of the contractor.

## CONSTRUCTION METHODS

**115-3.1 CONTRACTOR RESPONSIBILITIES.** The Contractor shall be responsible for all Contractor personnel and equipment. The Contractor shall perform all operations in conformance with the safety and security requirements including, but not limited to, AC 150/5370-2G “Operational Safety on Airports During Construction”, Safety Plan Compliance Document, and the measures identified in this Specification and the Drawings. The Contractor shall complete the Daily Safety/Security Inspection Plan Checklist for the subject Work.

**115-3.2 SAFETY & SECURITY PERSONNEL.** At a minimum, the Contractor’s Superintendent, Foreman, and all gate guards, attendants, and flagpersons shall be required to be trained and familiarized with 1) this Specification, 2) AC 150/5370-2G “Operational Safety on Airports During Construction”, and 3) those Airport Safety and Security items identified in the Drawings.

**115-3.3 CONSTRUCTION PHASING PLAN.** The Contractor shall adhere to the approved Construction Phasing Plan as developed by the Engineer in accordance with the Safety Compliance Plan Document. The NRAA reserves the right to add or modify safety requirements to meet the needs of the Work.

**115-3.4 WORKING ON OR NEAR ACTIVE AIRFIELD PAVEMENTS.** During performance of this contract, the airport runways, taxiways, and aircraft parking aprons shall remain in use by aircraft to the maximum extent possible. Aircraft operations shall always have priority over any and all of the Contractor's operations. Aircraft use of areas near the Contractor's work will be controlled to minimize disturbance to the Contractor's operation. The Contractor shall be required to obtain, maintain, and monitor a radio to be aware of aircraft active on or around the active airfield. The Contractor shall not allow his/her employees, subcontractors, suppliers, or any person over whom he/she has control to enter or remain in any part of the airport that would be hazardous to persons or aircraft operations. As required by the NRAA or Engineer, the Contractor may be ordered to suspend operations, move personnel, equipment, and materials to a safe location and stand by until aircraft use is completed.

**115-3.4.1 INCURSION.** Is defined as any occurrence at an aerodrome involving the incorrect presence of an aircraft, vehicle, or person on the protected area of a surface designated for the landing and takeoff of aircraft.

**115-3.4.2 INCURSION PENALTY.** Should the contractor, its employees or subcontractors be found by the NRAA or Engineer to have caused an incursion, the NRAA may deduct \$10,000 from the contract as a safety penalty.

**115-3.4.3 VEHICLE/PEDESTRIAN DEVIATION (VPD).** Is defined as any entry or movement on the movement area by a vehicle or pedestrian that has not been authorized by air traffic control.

**115-3.4.4 VPD PENALTY.** Should the contractor, its employees or subcontractors be found by the NRAA or Engineer to have caused a VPD, the Airport may deduct \$10,000 from the contract as a safety penalty. The NRAA may deny access privileges to the Contractor or Contractor's personnel.

**115-3.5 CONSTRUCTION VEHICLE/EQUIPMENT IDENTIFICATION.** All construction vehicles shall be in good operating condition, and shall have a visible paper (interior) or magnetic (exterior) placard or painted identification of the contractors company. All construction vehicles and equipment within the Airport Operations Area shall be identified by a 3' by 3' aviation orange and white checkered flag or flashing amber light. For any vehicles operating during hours of darkness, a flashing amber light shall be required.

**115-3.6 EMERGENCIES.** It is to be understood that due to any aircraft in motion, an emergency may require the Contractor to immediately vacate the work area of men and equipment.

**115-3.7 LARGE CONSTRUCTION VEHICLES.** Any equipment exceeding a height of 25 feet shall be obstruction marked and lighted at night, and when not in use lowered to its stowed height. The contractor obtain written approval from the NRAA prior to using construction vehicles greater than the height listed in the Construction Safety Phasing Plan.

**115-3.8 NOTAMS.** The Contractor shall notify the Engineer and NRAA of any existing or anticipated hazardous condition resulting from construction activity. If the hazardous condition cannot be mitigated, the Engineer shall then request the NRAA to issue the necessary NOTAM'S to reflect hazardous conditions. NOTAM's shall be coordinated and issued as shown in the Drawings. NOTAM'S will be kept current to reflect the actual condition with respect to construction situations. Active NOTAM'S shall be reviewed periodically and revised to reflect the current condition. Personnel, equipment or other construction related material will be permitted adjacent to an apron or active taxiway provided only after such activity is first coordinated with the Engineer and NRAA, and then appropriate NOTAM'S issued. Additionally, barricades with flashers or night operations may be required to mark the area to prevent aircraft from inadvertently entering the construction area. Frequent inspections will be made by both the Engineer and NRAA during the Work to insure that the Contractor is following the required safety procedures.

**115-3.9 KEYS AND LOCKING SYSTEMS.** Keys and locking systems for project access shall be provided by the Contractor and coordinated with the NRAA. Project keys shall be handled by the Contractor's Superintendent, Foreman, or designated individual(s). A key-holder list shall be provided to the Engineer and NRAA prior to the beginning of the Work.

**115-3.10 PLACEMENT OF CONSTRUCTION BARRICADES.** Construction barricades shall be placed as shown. Placement of construction barricades shall be compatible with the contract documents and shall be adjusted to the extent determined by the Engineer or NRAA. Construction barricades shall be in place prior to commencing construction operations for which they are required. If the Contractor fails to locate or maintain barricades and flashers required on active or closed airport pavements or safety areas, it shall be cause for the suspension of Work, until proper maintenance and barricade location has been fulfilled to the satisfaction of the Engineer or NRAA.

**115-3.11 RELOCATION OF CONSTRUCTION BARRICADES.** As required, construction barricades shall be relocated to new areas as shown in the Drawings or as directed by the Engineer or NRAA.

**115-3.13 MDOT / MAINTENANCE OF TRAFFIC.** Contractor shall provide barricades, cones, signage, and incidentals necessary to complete work in accordance with MDOT plans and permits. Contractor shall coordinate with local TSC to verify project impacts to MDOT right-of-way are addressed with typical plans included in the contract documents.

**115-3.14 LIGHTING FOR CLOSED PAVEMENTS.** Contractor shall provide cut-off PVC pipe for elevated edge lights and opaque signage covers (plastic) to eliminate light emissions from lights and signs in closed pavement areas. Work shall include all labor, materials, and incidentals necessary to complete this work in accordance with light and signage covering plans.

**115-3.15 REGULATIONS & FINES.** By submission of their bid, the Contractor understands the airport is regulated by Federal Regulations Part 139 and Part 1542. The Contractor shall be required to directly reimburse the Airport for any FAA or TSA fines levied against the Airport due to the operations of the Contractor, the contractor's employees, or subcontractors.

**115-3.16 BADGING:** Contractor personnel routinely onsite, as determined by the NRAA, shall be badged. The NRAA shall provide badging and gate guard training. All cost and labor for badging and training of contractor personnel shall be included in the project price. The NRAA or Engineer reserves the right to require replacement personnel from the Contractor to fulfill the required safety and security related responsibilities. Badging procedures can be found here: <https://tvcairport.com/cherry-capital-airport-id-badges/>

*Lost or non-returned badges at the conclusion of the project are subject to a \$500.00 per badge penalty.*

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## METHOD OF MEASUREMENT

**115-4.1** Measurement for Safety and Security items, as specified herein, will be at Lump Sum, unless noted otherwise.

**115-4.1** Construction Safety Fence, as specified herein, will be per linear foot.

## PAYMENT

**115-5.1** Payment shall be made at the contract lump sum price for Airport Safety and Security. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item. Partial payments for the item "Airport Safety and Security" will be made as follows.

Partial payments will be made as follows:

- a. With first pay request, 15%.
- b. When 25% or more of the original contract is earned, an additional 10% (25% total).
- c. When 50% or more of the original contract is earned, an additional 25% (50% total).
- d. When 75% or more of the original contract is earned, an additional 25% (75% total).
- e. When 100% of the contract is earned and Project Closeout materials as required by 90-11 have been provided and accepted, the final 25%.

Payment shall be made under:

Item 1000410 Safety and Security – per Lump Sum (LS)

**115-5.1** Payment shall be made at the contract price per linear foot for Construction Safety Fence. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item, including installation and removal.

Payment shall be made under:

Item 1000411 Construction Safety Fence – per Linear Foot (LF)

**END OF ITEM M-115**

## SECTION 01010

## SUMMARY OF WORK

## PART 1 GENERAL

## 1.01 WORK COVERED BY CONTRACT DOCUMENTS

The Work consists of providing all labor, materials, superintendence, equipment, and services necessary to complete all construction and installation for the project as indicated on the drawings and specified herein. The Work includes, but is not necessarily limited to, the following:

## A. Mobilization:

Contractor shall provide mobilization of sufficient labor, equipment, and material to adequately advance the Work, furnish all materials, labor, tools, and equipment necessary for the assembling and setting up for the project and demobilization equipment at the completion of the project.

Coordinate testing, inspection, and survey with Engineer.

The Contractor shall be responsible for obtaining and complying with all necessary permits required to execute the construction including but not limited to: mining permits for off-site borrow materials, highway permits, and all required Work permits. Fines levied by regulators for the Contractor's failure to comply shall be the responsibility of the Contractor at no cost to the Owner or Engineer.

## B. Security and Fence Demolition &amp; Installation:

Perform all materials, labor, equipment, tools, and incidentals necessary to maintain compliance with all airport safety and security requirements, including installation of the temporary perimeter fence and removal of the existing perimeter fence.

## C. Excavation and Transportation

Contractor shall provide all equipment, personnel, labor, materials, and all else required to excavate and transport the PFAS-impacted soils for disposal at Wexford County Landfill (Manton, Michigan).

## D. Backfill and Compaction

Contractor shall provide all equipment, personnel, labor, materials, and all else required to replace all impacted soil and compact to the elevations and limits shown in the specifications and as directed by the Engineer.

**1.02 CONTRACTS**

All work will be awarded under one contract.

**1.03 ALTERNATES**

No alternative bids will be considered for this project.

**1.04 FUTURE WORK**

Future work on the airport terminal expansion (Concourse B) will occur in the same area as the work requested under this Contract. Coordination with the Owner and Owner representative's (Engineer and others) is anticipated to ensure a smooth transition from the soil removal to the terminal expansion project.

**1.05 WORK SEQUENCE**

Soil removal activities to the west of the existing perimeter fence must be completed prior to April 12, 2026. No other prescribed work sequence beyond typical and ordinary construction sequencing is specified for this project.

**1.06 COORDINATION**

Coordinate all work with the Owner to minimize any inconvenience to Owner.

**1.07 AVAILABILITY OF LANDS**

All work will take place on property owned or controlled by the Owner.

**1.08 PRE-ORDERED ITEMS**

No items have been pre-ordered for this project.

**1.09 OWNER FURNISHED ITEMS**

Owner will directly pay tipping fees for disposal at Wexford County Landfill (Manton, Michigan).

**1.10 PROJECT IDENTIFICATION AND SIGNS**

No project identification signs are required or will be allowed without approval of Owner.

**1.11 PRECONSTRUCTION CONDITIONS:**

Existing site conditions and topographic contours depicted on the contract drawings are based on a survey completed by Engineer in August 2020. A meeting including safety/security procedures with the NRAA will be required before the Notice to Proceed is provided.

**1.12 CONSTRUCTION PROCEDURES:****A. Survey**

The Contractor's Surveyor shall establish necessary survey base lines and control points to complete the Work as shown on the drawings.

**B. Construction**

The Contractor is expected to excavate and construct to the grades and lines shown and specified on the Contract Drawings and in accordance with these specifications. Any deviations from the drawings or specifications require the prior approval of the Owner and the Engineer

and must be documented by "record" revisions to the drawings.

**C. Disposing and Stockpiling of Materials**

The Contractor shall be responsible for making all arrangements for and/or coordinating the disposal/stockpiling of excavated material and stockpiling fill materials as specified or as directed by the Owner or the Engineer.

**D. Maintenance of Roads, Haul Roads, Access Ramps**

The Contractor shall be responsible for maintenance, including filling, grading, repairs, traffic control, cleaning, sweeping and restoration of all on-site and off-site roads, haul roads, access ramps, etc. used for its operations. The Contractor's operations shall not block or disrupt on-site or off-site traffic flow of either the Owner's operations or the public without the written authorization/approval of the Owner.

**E. Site Access**

The Contractor may access the Site from the east off Airport Access Road. Access outside of normal working hours must be coordinated with the Owner. Access to adjacent business shall be maintained at all times.

**F. Maintenance of Existing Site Drainage**

The Contractor shall be responsible for providing all temporary ditches, piping, pumps, controls, operational equipment and personnel, flow monitoring, etc. required and acceptable to the Owner to bypass or maintain existing site surface water drainage or groundwater during the course of the project. The Contractor shall not disrupt or cause backup of surface water flow both on-site and off-site without the written authorization/approval of the Owner and the Engineer.

**1.13 INDEPENDENT TESTING LABORATORY(S)**

Where the term Independent Testing Laboratory(s) is used, it means a testing laboratory(s), who by contract with the Contractor (or supplier/subcontractor), shall perform quality control and quality assurance testing.

Tests that are not specified as to be completed by the INDEPENDENT TESTING LABORATORY will be completed by the Engineer. The CQA Engineer will also perform in place moisture density testing of the compacted soil materials.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01025

## MEASUREMENT AND PAYMENT

## PART 1 GENERAL

## 1.01 SUMMARY

- A. Refer to Article 14 of the Bidding contract (C-522).
- B. Bid price includes all labor, tools, equipment, materials, transportation, and applicable fees, use tax, and sales tax necessary to complete the work in accordance with the Plans and Specifications.
- C. All measurement and payment will be based on completed work, ready for use, performed in strict accordance with the Plans and Specifications.
- D. Bid quantities listed in the Bid Schedule have been estimated and are only for the purpose of comparing, on a uniform basis, the Bids offered for the Work. Completed quantities for payment will be based on field measurements.
- E. Neither the Owner nor Engineer shall be held responsible should any of the estimated quantities be found incorrect.
- F. Payment will be made only on items listed in the BID SCHEDULE. All other work not listed in the BID SCHEDULE shall be considered incidental to the performance of the Work.
- G. Owner reserves the right to delete any line item or quantity on the BID SCHEDULE.
- H. Final total quantities will not include nor will payment be made for the following:
  - 1. Quantities of material wasted.
  - 2. Rejected loads of material, including material rejected after it has been placed, by reason of failure to conform to the provisions of the Contract.
  - 3. Material not unloaded from the transporting vehicle.
  - 4. Material placed outside the limits indicated on the Contract Drawings or established by the Engineer.
  - 5. Material remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected material.
  - 7. Material included in final quantities for which properly signed transportation, scale or tracking tickets have not been provided.

## 1.02 APPLICATION FOR PAYMENT

- A. Pay period: 30 days, in accordance with the Bidding Contract
- B. Payment requests shall be submitted on the forms included in the Specifications.

**1.03 SUBMITTALS**

- A. Supporting documentation required by the Contract Documents with each application for payment request including, but not exclusively, final waste material acceptance and invoice by waste facility.
- B. Prior to the first partial payment, submit a construction progress schedule in accordance with Article 4 of the Bidding Contract

**1.04 ITEMS OF THE BID FORM**

Measurement and Payment for the Pay Items listed on the Bid Schedule shall be as follows:

**Item No. 1      Mobilization**

1. This pay item includes, but is not necessarily limited to, the following items:
  - Insurance and bonds
  - Preparatory work and operation, for the movement of personnel, equipment, supplies, and incidentals to the project site
  - Establishment of a project office, staging area(s), and other facilities needed to undertake the Work
  - Soil erosion control measure installation and maintenance
  - Construction survey
  - Coordination of material deliveries;
  - Cooperation with Engineer, Resident Project Representative, and Surveyor
  - Maintaining site, including material stockpiles needed for the work, in an orderly manner
  - Coordination and management of Subcontractors and suppliers
2. Related Sections:
  - 522 – Contract Agreement
  - 01010 – Summary of Work
  - 01300 – Submittals
  - 02270 – Erosion Control
3. Unit of measure: Lump Sum in accordance with the Schedule of Values

**Item No. 2      Safety and Security**

1. This pay item shall include all materials, labor, equipment, tools, and incidentals necessary to maintain compliance with all airport safety and security requirements, including installation of the temporary perimeter fence and removal of the existing perimeter fence as approved by Owner. This pay item also includes:
  - Provide and install temporary security fencing
  - Remove existing perimeter fence
  - Coordination of inspection and approval with Owner

2. Related Sections:
  - M-115 Airport Safety and Security
  - 02070 – Selective Demolition
  - Item F-162 – Chain-Link Fence
3. Unit of Measure: Lump Sum as detailed in Section M-115

Item No. 3 Maintenance of Temporary Perimeter Fence

1. This pay item shall include all equipment, personnel, labor, rental fees, and all else required to maintain the temporary perimeter fence. The structural integrity of the perimeter fence line must be maintained through all phases of this contract except as outlined by the Owner. This pay item shall also include all equipment, personnel, labor, and all else required for installation of the temporary fence line. The Unit of payment includes the following items:
2. Related Sections:
  - 02070 – Selective Demolition
  - Item F-162 – Chain-Link Fence
3. Unit of measure: Unit price per month

Item No. 4 Excavation and Transportation

1. This pay item shall include all equipment, personnel, labor, materials, and all else required to excavate within the limits shown in the specifications. The unit price shall also include all:
  - Excavation, loading, transportation, and offloading
2. Related Sections:
  - 02200 – Excavation and Fill
3. Unit of measure: Soil tonnage as determined by landfill scale

Item No. 5 Backfill and Compaction

1. This pay item shall include all equipment, personnel, labor, materials, and all else required to fill and compact to the elevations and limits shown in the specifications. The unit price shall also include all:
  - Loading, transportation and offloading
  - Placing fill and embankments
  - Salvaging and stockpiling select material
  - Disposal of surplus or unsuitable material
  - General grading to provide an even and uniform surface for restoration
2. Related Sections:
  - 02200 – Excavation and Fill

3. Unit of measure: In place and compacted soil tonnage determined by certified scale

END OF SECTION

SECTION 01200  
PROJECT MEETINGS

## PART 1 GENERAL

## 1.01 PRECONSTRUCTION MEETING

- A. Prior to delivery of materials or the start of any construction, a preconstruction meeting will be held.
- B. The Engineer will establish the meeting place, time and date, distribute agenda, notify participants, and administer the meeting. Contractor shall notify major subcontractors.
- C. Attendance:
  - 1. OWNER
  - 2. ENGINEER, including CQA field personnel
  - 3. CONTRACTOR, including, at a minimum: foreman or superintendent, and project manager
  - 4. Major Subcontractors, including, at a minimum, earthwork contractor, if employed.
- D. Agenda:
  - 1. Distribution by Contractor and discussion of:
    - a. List of name and phone number of superintendent, foreman and other key personnel.
    - b. List of major subcontractors and suppliers.
    - c. Projected Construction Schedules.
    - d. On-site permits that require compliance.
  - 2. Designation of responsible personnel and chain-of-command
  - 3. Critical work sequencing.
  - 4. Major equipment deliveries and priorities.
  - 5. Project coordination
  - 6. Responsibilities of Owner, Engineer, Contractor, and other agencies.
  - 7. Utility Discussions/Critical Utilities
  - 8. Permit Issues
  - 9. Procedures and processing of:
    - a. Field decisions.
    - b. Proposal requests.
    - c. Submittals.
    - d. Change orders.
    - e. Application for payment.
  - 10. Adequacy of distribution of Contract Documents.
  - 11. Procedures for maintaining Record Documents.
  - 12. Use of premises.
    - a. Office and storage areas
    - b. The Owner's requirements
  - 13. Construction facilities, controls, and construction aids.

14. Temporary utilities.
15. Safety and first aid procedures.
16. Security procedures.
17. Housekeeping procedures.
18. Testing and Staking
19. Sign Contracts

E. The Engineer will prepare minutes and distribute copies to participants within seven (7) days of meeting. Participants shall report corrections and comments within ten (10) days of receipt of minutes.

## 1.02 PROGRESS MEETINGS

- A. Weekly Progress Meetings will be held as required by the progress of the work.
- B. The Engineer will establish the meeting place, time and date, distribute agenda, notify participants and administer the meeting. Contractor shall notify major subcontractors.
- C. Attendance:
  1. OWNER
  2. ENGINEER
  3. CQA Field Personnel as appropriate to the agenda
  3. CONTRACTOR
  4. Subcontractor as appropriate to the agenda
  5. Suppliers as appropriate to the agenda
  6. Others
- D. Agenda:
  1. Review minutes of previous meeting.
  2. Review of work progress since previous meeting.
  3. Review field observations, problems, and conflicts.
  4. Review problems that impede Construction Schedules.
  5. Review of shop drawings, off-site fabrication, and delivery schedules.
  6. Review corrective measures and procedures to regain projected schedule.
  7. Review revisions to Construction Schedules.
  8. Review plan progress, schedule, during succeeding work period.
  9. Review coordination of schedules.
  10. Review submittal schedules; expedite as required.
  11. Review maintenance of quality standards.
  12. Review proposed changes for:
    - a. Effect on Construction Schedule and on completion date.
    - b. Effect on other Contracts of the Project.
  13. Other business.
- E. The Engineer will prepare minutes and distribute copies to participants and Owner within seven (7) days of meeting for review at the next meeting.

PART 2 PRODUCT - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

## SECTION 01300

## SUBMITTALS

## PART 1 GENERAL

## 1.01 DESCRIPTION:

This section specifies the general requirements and procedures for preparing and transmitting data to the Engineer for its information or review by the Owner. Required submittals are specified under applicable sections of the Specifications.

## 1.02 CONTRACTOR'S Submittals:

## A. General:

1. Make Submittals to Engineer in accordance with Section 700, Article 7.16
2. The CONTRACTOR'S Submittals shall show the general arrangement and such details as are necessary to provide a comprehensive description of the Work to be performed and/or demonstrate material conformity with the specifications.
2. As indicated below, the CONTRACTOR shall prepare shop and Working drawings, for temporary and permanent Work, and for the proposed methods of construction as required under the applicable sections of the specifications, complete with all relevant calculations, descriptions, technical and performance data, as necessary to adequately perform the Work. The CONTRACTOR shall take responsibility for such drawings and for the safe and successful construction of the Work.
3. Shop drawings shall be presented in a clear and thorough manner, complete with respect to dimensions, design criteria, materials of construction, and like information to enable the ENGINEER to review information as required.
4. Sheet size: 8-1/2 " x 11" minimum size, no larger than 36" x 48"

B. Submit to the Engineer, in writing, detailed descriptions and schedules of proposed construction procedures and activities that may interfere with the OWNER'S operations. The information shall be submitted to the OWNER and ENGINEER for review and the OWNER'S approval not less than 14 days prior to the beginning of the specific operation. Information submitted to the OWNER shall include the sequencing and complete inventory of personnel, materials and equipment on hand or needed to perform the Work. No Work which interferes with the OWNER'S operations will be permitted until the OWNER and ENGINEER have reviewed and the OWNER has approved, in writing, the proposed construction plans, and procedures submitted by the CONTRACTOR. Approval of a CONTRACTOR'S plan shall not constitute acceptance of the completed work or otherwise limit the CONTRACTOR'S performance requirements.

C. If in the opinion of the ENGINEER and the OWNER, the CONTRACTOR'S sequencing of Work or plans are not acceptable, or the CONTRACTOR does not or will not have sufficient materials and equipment on site to complete the Work, the schedule will be rejected, and the CONTRACTOR will not be allowed to perform the Work at the scheduled time and will be required to re-schedule and re-submit its plans. Submission and approval or rejection of detailed descriptions and schedules does not relieve the CONTRACTOR of completing the Contract within the time allowed in the Agreement.

## 1.03 SAMPLES:

Any samples shall be clearly identified as to material, manufacturer, any pertinent catalog

numbers, and use for which intended, and shall be of sufficient size and quantity to clearly illustrate functional characteristics of item, with integrally related parts and attachment devices.

1.04 CONTRACTOR RESPONSIBILITIES:

- A. Review shop drawings and samples prior to submission
  - a. Indicate approval by stamping "Approved", with Contractor's signature and date on all copies submitted.
  - b. Shop Drawings submitted without stamped approval of the Contractor will be returned without review.
- B. Determine and verify:
  1. Field measurements.
  2. Field construction criteria.
  3. Catalog numbers and similar data.
  4. Conformance to specifications.
- C. Coordinate each submittal with requirements of Work and of Contract Documents.
- D. Notify the OWNER and ENGINEER in writing, at time of submission, of any deviations in submittals from requirements of plans, specifications and Contract Documents.
- E. Begin no fabrication or Work which requires submittals until submittals have been reviewed by the Engineer and OWNER, as appropriate. Associated shipping, Work, and use of materials by CONTRACTOR shall not begin until the OWNER'S and ENGINEER's review of each respective submittal is complete, and resubmission is not required by the ENGINEER.
- F. Literature from manufacturers that includes data not pertinent to this submittal, shall be clearly marked to indicate which portion of the contents is being submitted for the Engineer's review.
- G. Samples shall illustrate materials, equipment, or workmanship and establish standards by which completed work is judged.
- H. Unless otherwise specifically directed by the Engineer, all samples shall be of the precise article proposed to be furnished.

1.05 SUBMISSION REQUIREMENTS:

- A. Make submittals to the ENGINEER promptly in accordance with approved schedule and in such sequence as to cause no delay in Work or in Work of any other CONTRACTOR, the OWNER, or the ENGINEER.
- B. Number of Submittals Required:  
Submit the number of copies that the Contractor requires to be returned, plus three copies that will be retained by the Engineer.
- C. Submittals Shall Contain:
  1. Submittal number.
  2. Date of submission.
  3. Project title and number.

4. Contract identification.
5. Names of:
  - a. CONTRACTOR.
  - b. Manufacturer/supplier.
6. Identification of product, with specification section number.
7. Field dimensions, clearly identified as such.
8. Relation to adjacent or critical features of Work or materials.
9. Applicable standards, such as ASTM or Federal Specification numbers.
10. Identification of deviations from Contract Documents.
11. Identification of revisions on resubmittals.

#### 1.06 RESUBMISSION REQUIREMENTS:

- A. Make any corrections or changes in submittals required by the OWNER and/or ENGINEER and resubmit revised editions.
- B. Shop drawings:
  1. Revise initial shop drawings and resubmit as specified for initial submittal.
  2. Indicate any changes which have been made other than those requested by ENGINEER.

#### 1.07 DISTRIBUTION:

The Engineer will distribute submittals to the Owner, CQA Personnel or will designate appropriate direct distribution to be made by the CONTRACTOR.

#### 1.08 OWNER AND ENGINEER DUTIES:

- A. Return submittals to CONTRACTOR for distribution or for resubmission, if required by Contract Documents. The Engineer will respond to all submittals within fourteen (14) Working days from the date of receipt. Reports from laboratory analysis of submittals to verify compliance with material specifications will be provided to the Contractor within thirty (30) calendar days of receipt by the Engineer. The CONTRACTOR shall provide additional time required for the OWNERS and ENGINEERS review upon request by the ENGINEER.
- B. The OWNER and ENGINEER's review of submittals shall not relieve CONTRACTOR from responsibility for any deviations from Contract Documents unless CONTRACTOR has, in writing, called ENGINEER's attention to such deviation at time of submission and the OWNER and/or ENGINEER have given written concurrence pursuant to Contract Documents to the specific deviation, nor shall any concurrence by the OWNER and ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in submittals.

#### 1.12 REQUIRED SUBMITTALS:

CONTRACTOR shall complete all of the following submittal items and any other required submittals specified herein or as requested by the OWNER. The following items and any others specified in the Contract Documents shall be submitted by the CONTRACTOR.

1. Submittal schedule and shop drawing list.
2. Plan of Operations and Progress Schedule.
3. Proposed sources of backfill material
4. Health and Safety Plan including procedures and facilities.
5. Site Security Plan, if requested by ENGINEER.

6. Dewatering Plan, if requested by ENGINEER.
7. Dust Control Procedures.
8. Plans and procedures for excavation, material placement, haul roads and access ramps, traffic control, material storage and stockpiling and site restoration.
9. Seed mix.
10. Manufacturer's/Suppliers product specifications.
11. Manufacturer's Supplier written certificates of compliance with standards specified for all items specified in this contract upon delivery of such items to the project site.
12. Copies of required manufacturer's quality control test data and reports.
13. Performance data and operating characteristics for materials and equipment.
14. Manufacturer's instructions for installation.
15. Samples of materials for testing and as required by specifications.

PART 2 PRODUCT - Not Used

PART 3 EXECUTION – Not Used

END OF SECTION

## SECTION 01310

## PROGRESS SCHEDULES

## PART 1 GENERAL

## 1.01 SCOPE

- A. This section covers requirements for submission, approval and updating of progress schedules and related documents.

## 1.02 PLAN OF OPERATIONS AND PROGRESS SCHEDULE

- A. The CONTRACTOR shall prepare a Plan of Operations and Progress Schedule which shall show concisely the manner of which Work will be started, executed, times upon which different phases of Work are to be started, methods and rate of progress for the different phases and dates of completion of each phase of the Work and all constraints specified in the Contract Documents. The Plan of Operations and Progress Schedule shall be submitted prior to start of Work.
- B. The CONTRACTOR shall revise and update his Plan of Operations and Progress Schedule whenever one of the following conditions apply:
  1. When a delay in completion of any Work item or sequence of Work items results in an indicated extension of the Project completion by 10 Working days or more.
  2. When delays in submittals or deliveries, or Work stoppages are encountered which make re-planning or rescheduling of the Work necessary.
  3. When the schedule does not represent the actual production and progress of the Project.

The CONTRACTOR shall take all appropriate actions including providing additional shifts, crews, personnel, equipment and materials necessary to keep the project on schedule.

- C. The CONTRACTOR shall submit four (4) copies of the Plan of Operations and Progress Schedule and each revision to the ENGINEER for review.

## 1.03 PROGRESS REPORTS

- A. The CONTRACTOR shall submit progress reports to the ENGINEER with each payment application. Each report shall include a description of the amount of progress during the past period in terms of completed activities in the Plan of Operations and Progress Schedule currently in effect, a description of problem areas, current and anticipated delay factors and their estimated impact on performance of other activities and completion dates, and an explanation of corrective actions taken or proposed. The progress report shall also include plans for the next period and plans to bring the project back on schedule should it fall behind the schedule submitted by the CONTRACTOR.

B. Four (4) copies of each progress report shall be submitted to the ENGINEER.

PART 2 PRODUCT - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 02000  
SITE PREPARATION

## PART 1: GENERAL

## 1.01 AIRPORT SECURITY FENCE

- A. Contractor shall, at all times, maintain the perimeter security fence boundary as specified by the Engineer's demolition specifications.
- B. Contractor shall be in compliance with all NRAA Rules and Regulations for safety and security. See Safety Security Specification.

## 1.02 EMPLOYEE PARKING

- A. Contractor employee parking shall not interfere with the progress of work or normal traffic on adjacent streets. Vehicles leaving the construction site that become contaminated while within the construction site or vehicles specified by the Engineer or Contractor shall pass through the vehicle decontamination unit.

## 1.03 SAMPLING AND ANALYTICAL TESTING

- A. Unless otherwise specified in Section 01010, all analytical testing shall be paid for by the Owner.

## 1.04 SUBMITTALS

- A. Site Plan: See SECTION 01300 SUBMITTALS for requirements.
- B. Contractor Foreman Contact Numbers: The Contractor foreman must have a cell phone. Supply the foreman's cell phone numbers to the Engineer at the pre-construction meeting.

## 1.05 AVAILABILITY AND USE OF UTILITY SERVICES

- A. The Contractor shall furnish and install all temporary facilities and controls required by the Work, shall remove them from the property upon completion of the Work, and shall restore the grounds and existing facilities to their original condition and establish a grassed surface.
- B. Payment and Utility Services: The Contractor shall arrange for such utilities as required. The amount of each utility service consumed shall be charged to or paid for by the Contractor. The Contractor shall carefully conserve any utilities.
- C. Sanitation: The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Engineer. The sanitation facilities shall be per applicable federal, state and local regulatory requirements. Use of restroom facilities in adjacent public buildings by workmen and the Contractor will not be permitted.
- D. Telephone/Facsimile: The Contractor shall make arrangements and pay all costs for telephone/facsimile facilities desired.

## 1.06 DECONTAMINATION

- A. The Contractor shall provide, operate and maintain decontamination units for personnel, equipment and vehicles at the project site as approved by the Engineer. The decontamination unit shall serve to remove, to the best extent possible, contaminated soil and materials from equipment and vehicles before they exit the site.
- B. It is anticipated unlikely that truck tires and undercarriages come into significant contact with the contaminated material. In the event that vehicles or equipment come into contact with the contaminated material, those vehicles or equipment and/or as specified by the Engineer or Contractor shall pass through the decontamination unit. Soils or contaminants shall be removed and properly handled by the Contractor. If high-pressure water or steam is used, the rinse waters used in the operation shall be collected and stored, sampled and disposed of based on the analytical results of the testing coordinated by the Contractor. All the related costs are incidental to the project.

#### 1.07 DUST CONTROL AND AIR MONITORING

- A. The Contractor shall provide necessary engineering controls to prevent emission of aerosol dust and migration of airborne materials off site from contaminating surrounding properties. Air monitoring shall be performed by the Contractor to ensure the airborne dust level shall not exceed the regulatory limit. The concentration of aerosol dust resulted from the Contractor activity shall, at no time, exceed the 10 mg/M<sup>3</sup> for more than 5 minutes during the demolition operation.

#### 1.08 ROAD MAINTENANCE AND CLEAN-UP

- A. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations. If non-contaminated soil is being trucked onto public roads, Contractor shall arrange for and supply a street-sweeper/cleaner to maintain the public road. The cleaning operation shall be conducted as required and determined by the Engineer. Related street-cleaning operations are incidental to the project.
- B. Haul Roads: It is not anticipated, but in the event the contractor determines additional access to and around the site is required for their operations, the contractor may construct suitable haul roads. The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The method of dust control shall be adequate to ensure safe operation at all times.
- C. Barricades: The Contractor shall erect and maintain temporary barricades to limit public access to the construction areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

#### 1.09 CONTRACTOR'S TEMPORARY FACILITIES

- A. Maintenance of Construction Area: Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse with construction equipment or other vehicles over grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion.

- B. Security Provisions: The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor, if appropriate, shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office and surrounding area. Other security items, such as lighting, shall be the responsibility of the Contractor including all costs and fees.
- C. Storage Facilities: The Contractor shall be responsible for providing and maintaining storage facilities for decontamination water, storm water and other water generated and/or collected on site; and other project related materials and items.

#### 1.10 CLEANUP

- A. Construction debris, waste materials, packaging material created by the Contractor and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Uncontaminated or decontaminated materials resulting from tank removal activities that are salvageable may be stored at the site with the Contractor's approval. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

#### 1.11 RESTORATION

- A. Upon completion of the project and after removal of trailers, materials and equipment from within the construction fenced area, the Contractor shall restore impacts to the site caused by the construction and removal work.

PART 2: PRODUCTS - Not Used

PART 3: EXECUTION - Not Used

END OF SECTION

SECTION 02070  
SELECTIVE DEMOLITION

## PART 1 GENERAL

## 1.01 SECTION INCLUDES

A. Provide all the labor, tools and equipment necessary for the removal, demolition, and disposal of the following items:

**Approximately 200 Yards of perimeter fence  
Miscellaneous concrete or masonry structures**

B. Salvage the following items:  
**Maintain security requirements of temporary or permanent perimeter fence with the scope of the Work at all times.**

C. Related Sections  
Section 01025 MEASUREMENT AND PAYMENT  
Item F-162 Chain-Link Fence

## 1.02 UNIT PRICES

A. Refer to Section 01025 MEASUREMENT AND PAYMENT.

## PART 2 EXECUTION

## 3.01 GENERAL

A. Coordinate the work in this section with the Owner. The demolition work must be staged to meet the Contractor's construction schedule and the requirements that the Owner for continued operations throughout the construction activities.

B. Demolition of an item requires removal from the site and disposal in a legal manner off site, at the Contractor's expense.

## 3.02 DEMOLITION

A. Approximately 200 yards of existing perimeter fence is to be removed as specified

B. Miscellaneous:  
1. Masonry or concrete structures.  
2. Mechanical condenser or heating unit.

## 3.03 DISPOSAL OF MATERIALS

A. All concrete, gravel, etc. resulting from removal shall become the property of the Contractor.

B. All removed materials shall be removed from the project site and disposed of properly.

B. Burning is not permitted.

## 3.04 FENCE INSTALLATION

A. Restore integrity of all removed perimeter fence line as specified in Item F-162.

END OF SECTION

## SECTION 02080

## OFF-SITE TRANSPORTATION &amp; DISPOSAL

## PART 1: GENERAL

## 1.01 WORK INCLUDED

- A. Ensure that all vehicles entering and leaving the site comply with all safety requirements and licensing requirements of the local, state and federal regulations.
- B. Prepare vehicles to prevent spillage or contamination.
- C. Inspect vehicles before leaving the site.
- D. Transport equipment to and from the site.
- E. Transport contaminated soil, liquids, sludges, and other excavated materials from the site to approved facilities.
- F. Physical removal of all soils for equipment and disposal of materials or wastes prior to leaving the facility. All soils are to be left in place at the site.

## 1.02 SUBMITTALS

- A. See SECTION 01300 SUBMITTALS for requirements related to transportation route, disposal facility, and other disposal related documentation requirements.
- B. Submit a Spill Contingency Plan for transportation of solids and liquid. The Plan shall address all the potential hazards, necessary actions to follow in case of spills and emergency phone numbers en route.

## 1.03 PROJECT RECORD DOCUMENTATION

- A. Record volume and character of material disposed.
- B. Provide documentation that measuring devices used are certified by the appropriate state inspection agency.
- C. The Contractor shall provide to the Engineer written documentation and records verifying receipt and the quantity received of each load at the disposal facility and verification of proper disposal. Copies of the actual receipt must be provided.
- D. The Contractor shall prepare and maintain accurate manifests or bill of lading for each batch of the waste materials being transported and disposed of. The Contractor is responsible for obtaining Owner's signatures on manifests for transportation and disposal purposes.
- E. All the materials shall be sampled and analyzed in accordance with the disposal requirements as directed by the Engineer. The testing parameters shall be determined based on the potential for presence of the respective contaminants.

**PART 2: PRODUCTS****2.01 EQUIPMENT**

- A. The Contractor shall provide equipment, personnel and facilities necessary to handle and load materials for transport.

**PART 3: EXECUTION****3.01 LOADING AND HAULING**

- A. Inspect haul vehicles for soil adhesion to wheels and under carriage. These soils shall be removed and properly handled by the Contractor before leaving site. The decontamination procedures shall be carried out at the decontamination zone. All the vehicles shall be approved by the Engineer before leaving the site.
- B. No transport vehicles shall be allowed to leave the site which are leaking or spilling materials.
- C. Provide tarpaulin covers for transport vehicles, which shall cover excavated materials during transport. Do not overfill vehicles.
- D. All transport vehicles shall be in strict conformance with all the applicable federal, state and local laws.
- E. The Contractor is responsible for any and all actions and costs necessary to remedy waste spilled in loading or transit.
- F. The Contractor shall keep accurate records for the following information: Type and quantity of materials and liquids removed from the site, and analytical testing results. Engineer approval is required before any liquid or material leaves the site.
- G. The Contractor shall provide the Engineer with copies of the above records, all permits required, manifests, waste hauling permits, and necessary affidavit regarding the waste materials, including liquid disposal.
- H. All transport vehicles shall be cleaned before filling with waste material.

**3.2 DISPOSAL FACILITY**

- A. Contaminated materials shall be disposed of at an approved licensed disposal facility.
- B. Arrangements for disposal shall be performed by the Contractor.

END OF SECTION

SECTION 02200  
EXCAVATION & FILL

## PART 1 GENERAL

## 1.01 SUMMARY

- A. The maximum depth of the proposed excavation is 8 +/- feet below existing grade with the bottom of excavation elevation at approximately 614 feet. Soil verification samples will be collected by the Professional prior to completion of the excavation backfill. The Contractor may be required to assist the Professional in the collection of the verification samples by utilizing the excavator bucket to retrieve soil from some proposed sample locations. After the excavation is complete, the excavation will be backfilled to grade and as needed to complete site restoration activities.
- B. Section includes:
  - 1. Excavating, shaping, and grading surface
  - 2. Placing fill and embankments
  - 3. Salvaging and stockpiling select material
  - 4. Disposal of surplus or unsuitable material
  - 5. Other earthwork indicated on the plans for site modification or placement of structures.
- C. Related Sections  
02080 Off-site Transportation & Disposal

## 1.02 QUALITY ASSURANCES

- A. Materials:
  - 1. All materials used as fill or sub-base shall be approved by the Engineer.
  - 2. Determine gradation in accordance with ASTM C-136.
  - 3. Determine percent loss by washing in accordance with ASTM C-117.
- B. Compaction:
  - 1. Determine maximum density using the Modified Proctor Method, ASTM D-1557.
  - 2. Engineer may approve other field determinations of maximum density, such as Michigan Cone.
  - 3. Field determination of in place density shall be by Nuclear Density Method, ASTM D-2922, or other approved method.
- C. Except as modified by this Section, perform earthwork in accordance with Division 2, MDOT Standard Specifications.

## 1.03 UNIT PRICES

Refer to Section 01025 - Measurement and Payment.

## 1.04 REFERENCED STANDARDS

Unless otherwise specified, the work for this Section shall conform to the applicable portions of the following Standard Specifications:

ASTM - American Society for Testing and Materials  
MDOT - Michigan Department of Transportation  
OSHA - Occupational Health and Safety Association

## PART 2 PRODUCTS

## 2.01 MATERIALS

- A. General:
  - 1. All fill material shall be approved by the Engineer prior to placement.

2. Fill material shall be free from clay, organic matter, roots, debris, and frozen soil.
3. Obtain approved fill material from offsite sources.
4. Provide Testing Laboratory with access to material source.

B. Class II and III backfill:  
Granular material meeting requirements of Table 902-3 of the MDOT Standard Specifications for construction.

C. Topsoil:  
Dark brown or black loam, clay loam, or sandy loam, of a fertile, humus soil origin.

### PART 3 EXECUTION

#### 3.01 DUST CONTROL

- A. Control dust at the Work area at all times to prevent dust from becoming a nuisance to the public, neighbors, or the work of others on the site.
- B. Provide moisture or otherwise treat surfaces to control dust.

#### 3.02 TOPSOIL

- A. Removal:
  1. Remove all topsoil from areas to be excavated, occupied by structures, improved surfaces, or where new grades are to be established.
  2. Stockpile topsoil for future use in finish grading at a site approved by the Engineer.
- B. Application:
  1. Provide topsoil over all disturbed areas not occupied by structures or improved surfaces.
  2. Spread the stockpiled topsoil over the prepared rough grade to a minimum depth of 4 inches.
  3. Provide additional topsoil as required to complete the Work.
  4. Finish grade, and rake the topsoil to remove all stones, sticks, roots, and debris in preparation for seeding.
  5. Excess topsoil may be used for fill in non critical areas.

#### 3.03 EXCAVATING-GENERAL

- A. Excavate the areas within the conceptual boundary as specified by the Engineer.
- B. Provide safe excavation slopes in accordance with OSHA Regulation 29CFR1926 Subpart P.
- C. Dispose of excavated material as contaminated soil according to Section 02080.
- D. Enlarge excavations laterally to provide adequate room for construction or provide adequate shoring and bracing as necessary.

#### 3.05 GRADING

- A. Conform to lines, contours, and spot elevations shown on the plans.
- B. Perform finish grading on ground surfaces to an accuracy of plus or minus 0.1 feet.
- C. Perform finish grading on improved surfaces to an accuracy of plus or minus 0.05 feet.

END OF SECTION

SECTION 02270  
EROSION CONTROL

## PART 1 GENERAL

## 1.01 SUMMARY

- A. Section includes, work necessary for effective temporary and permanent soil erosion and sedimentation control.
- B. Related Sections:
  - 1. Section 01025 Measurement and Payment
  - 2. Section 02070 Selective Demolition
  - 3. Section 02200 Excavation and Fill

## 1.02 UNIT PRICES

Temporary and permanent erosion control measures will be considered incidental to the construction and should be included in Item 1 of the BID SCHEDULE and referred to in Section 01025 Measurement and Payment.

## 1.03 QUALITY ASSURANCES

Perform all Work in accordance with the Michigan Soil Erosion and Sedimentation Control Act, Part 91 of Act 451, P.A. 1994, and with the requirements of the local agencies having jurisdiction over the Work. The disturbed area is less than 1 acre and more than 500-feet from a lake or stream; therefore, a soil erosion permit is not required.

## PART 2 PRODUCTS

## 2.01 MATERIALS

- A. Seed, Fertilizer, and hydroseed mulch: Provide as specified in Section 02900 Restoration.
- B. Provide temporary and permanent structures and materials in accordance with the Michigan Unified Keying System.
- C. Geotextile filter fabric:
  - 1. Materials: Mechanically bonded, non-woven geotextile.
  - 2. Manufacturer: Amoco
  - 3. Model: CEF 4553
  - 4. Tensile strength: 203 lbs. (ASTM D-4632).
  - 5. Tensile elongation: 50% min. (ASTM D-4632).
  - 6. Tear strength: 80 lbs. (ASTM D-4533).
  - 7. Puncture strength: 130 lbs. (ASTM D-4833).
  - 8. Apparent opening size: 100 sieve (ASTM D-4751).
- D. Silt Fence
  - 1. Conforming to Section 208.03 of MDOT Standard Specifications for construction.
- E. Mulch
  - Hay or straw mulch shall not be used.

**PART 3 EXECUTION****3.01 GENERAL**

Conduct site evaluation with the Engineer and the soil erosion control officer prior to starting work.

**3.02 TEMPORARY EROSION CONTROL**

- A. Minimize the area of earth disturbed at any one time.
- B. Provide berms or ditches to divert storm runoff from the construction area when steep slopes or highly erodible soils are present.
- C. Contain all sedimentation on site by using straw bales, filter fence, or sedimentation basins.

**3.03 PERMANENT EROSION CONTROL**

- A. When final grades have been established, provide topsoil, seed, fertilizer, and hydroseed.
- B. Water all seeded areas as necessary to establish proper vegetative cover.
- C. Should erosion occur within the guarantee period, regrade and reseed the disturbed area at no additional cost to the Owner.

END OF SECTION

SECTION 02900  
RESTORATION

## PART 1 GENERAL

## 1.01 SUMMARY

- A. Section Includes:
  - 1. Work necessary to restore all disturbed surfaces and facilities to equal or better condition.
  - 2. Provide, establish, and maintain seed, fertilizer, mulch, and erosion control materials.
- B. Related Sections
  - 1. Section 01025 MEASUREMENT AND PAYMENT
  - 2. Section 02200 EARTHWORK
  - 3. Section 02270 EROSION CONTROL

## 1.02 UNIT PRICES

All work under this Section shall be considered incidental to the work unless specifically indicated on the BID SCHEDULE and referred to in Section 01025 MEASUREMENT AND PAYMENT.

## PART 2 PRODUCTS

## 2.01 MATERIALS

- A. Topsoil: Provide topsoil as specified in Section 02200 – EXCAVATION AND FILL.
- B. Seed: Provide seed mixture composed of the following proportion by weight:

Creeping Red Fescue	50%
Hard Fescue	25%
Perennial Rye Grass	25%
- C. Fertilizer:
  - 1. Provide chemical fertilizer with a 12-12-12 mixture of Nitrogen (N), Phosphoric Acid ( $P_2O_5$ ), and Potash ( $K_2O$ ).
  - 2. Provide net weight of contents and guaranteed analysis.
- D. Mulching: Provide hydromulch or other material conforming to MDOT Specification 917.14, as approved by the Engineer. NO hay or straw mulch is permitted for use on project.

## PART 3 EXECUTION

## 3.01 TOPSOIL PREPARATION

- A. General:
  - 1. Prepare topsoil after finish grading of surfaces.
  - 2. Prepare soil to a friable condition by discing, harrowing, or otherwise loosening the soil to a depth of 3 inches.
  - 3. Break up all lumps of soil.
  - 4. Rake out all rocks and debris.

## 3.02 FERTILIZING

- A. Apply evenly on the prepared surface at a rate of 400 pounds per acre.
- B. Drill or broadcast method, placed no deeper than 1 inch.

## 3.03 SOWING

- A. Sow grass at a minimum rate of 100 pounds per acre.
- B. Method:
  1. Sow the seed following or in conjunction with the fertilizer.
  2. Sow only while soil is in a friable condition.
  3. Do not sow through mulch.
  4. Sow seed mixture by drill or broadcast method.
  5. Float seed sown by broadcast method so that 50% of the seed is mixed with the top  $\frac{1}{2}$  inch of the soil.
- C. Hydroseeding:
  1. Apply seed, fertilizer, and mulch in one application.
  2. Mulch shall be a wood fiber material.
  3. Apply at a rate of 1440 pounds per acre.
- D. Watering:
  1. Water all seeded areas to establish a smooth and full vegetative cover.
  2. Should erosion occur or the seed not grow within the guarantee period, regrade and reseed the disturbed area at no additional cost.
- E. Erosion Control:
  1. Provide measures necessary to establish well rooted vegetation on slopes and ditch bottoms.
  2. Protect seeded slopes with netted mulch blankets or other suitable methods.
- F. Seasonal Limitations:
  1. Apply seed between May 1 and October 1.
  2. Dormant Seeding:
    - a. Permitted in limited areas to complete a project.
    - b. Apply after November 1, but not of frozen ground.

## 3.04 MULCHING

- A. Apply at a rate of 2 bales per 1000 square feet.
- B. Method:
  1. Apply immediately after seeding.
  2. Apply evenly and loose enough to allow sunlight and air to penetrate, but thick enough to reduce the rate of evaporation and erosion.
  3. Apply mulch adhesive as necessary at a rate of 150 gallons per acre.

END OF SECTION

## Item F-162 Chain-Link Fence

### DESCRIPTION

**162-1.1** This item shall consist of furnishing and erecting a chain-link fence in accordance with these specifications, the details shown on the plans, and in conformity with the lines and grades shown on the plans or established by the RPR.

### MATERIALS

**162-2.1 Fabric.** The fabric shall be woven with a 9-gauge **brown** polyvinyl chloride (PVC)-coated steel wire in a 2-inch (50 mm) mesh and shall meet the requirements of ASTM F668, Class 2b. **Fence shall be 10' high.**

**162-2.2 Barbed wire.** Not used.

**162-2.3 Posts, rails, and braces.** Line posts, rails, and braces shall conform to the requirements of ASTM F1043 or ASTM F1083 as follows:

- Vinyl or polyester coated steel shall conform to the requirements of ASTM F1043, Paragraph 7.3, **color shall be brown.**
- Composite posts shall conform to the strength requirements of ASTM F1043 or ASTM F1083. The strength loss of composite posts shall not exceed 10% when subjected to 3,600 hours of exposure to light and water in accordance with ASTM G152, ASTM G153, ASTM G154, and ASTM G155.

Posts, rails, and braces, with the exception of galvanized steel conforming to ASTM F1043 or ASTM F1083, Group 1A, Type A, or aluminum alloy, shall demonstrate the ability to withstand testing in salt spray in accordance with ASTM B117 as follows:

- External: 1,000 hours with a maximum of 5% red rust.
- Internal: 650 hours with a maximum of 5% red rust.

The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3.

**162-2.4 Gates.** Not used.

**162-2.5 Wire ties and tension wires.** Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be 7-gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A824.

All material shall conform to Federal Specification RR-F-191/4.

**162-2.6 Miscellaneous fittings and hardware.** Miscellaneous steel fittings and hardware for use with **vinyl coated** steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein.

**162-2.7 Concrete.** Concrete shall have a minimum 28-day compressive strength of 3000 psi (2670 kPa).

**162-2.8 Marking.** Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

## CONSTRUCTION METHODS

**162-3.1 General.** The fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a workmanlike manner satisfactory to the RPR. The Contractor shall layout the fence line based on the plans, and obtain Engineer and Owner approval prior to installing. The Contractor shall span the opening below the fence with barbed wire at all locations where it is not practical to conform the fence to the general contour of the ground surface because of natural or manmade features such as drainage ditches. The new fence shall be permanently tied to the terminals of existing fences as shown on the plans. The Contractor shall stake down the woven wire fence at several points between posts as shown on the plans.

The Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet (90 m). The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.

**162-3.2 Clearing fence line.** Clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions that will interfere with proper construction of the fence. Stumps within the cleared area of the fence shall be grubbed or excavated. The bottom of the fence shall be placed a uniform distance above ground, as specified in the plans. When shown on the plans or as directed by the RPR, the existing fences which interfere with the new fence location shall be removed by the Contractor as a part of the construction work unless such removal is listed as a separate item in the bid schedule. All holes remaining after post and stump removal shall be refilled with suitable soil, gravel, or other suitable material and compacted with tampers.

The cost of removing and disposing of the material shall not constitute a pay item and shall be considered incidental to fence construction.

**162-3.3 Installing posts.** All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

**Posts should be spaced not more than 10 feet (3 m) apart and should be set a minimum of 36 inches (90 cm) in concrete footings. The posts holes shall be in proper alignment so that there is a minimum of 3 inches (75 mm) of concrete on all sides of the posts.**

The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within seven (7) days after the individual post footing is completed.

**162-3.4 Installing top rails.** The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

The bottom of the fence fabric should be secured to posts with a continuous tension wire.

**162-3.5 Installing braces.** Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

**162-3.6 Installing fabric.** The wire fabric shall be firmly attached to the posts and braced as shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric **no less than one inch or more than 3 inches** from the ground surface. Grading shall be performed where necessary to provide a neat appearance.

At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches (150 mm) or less.

**162-3.7 Electrical grounds.** Not used

**162-3.8 Cleaning up.** The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded per T-901.

#### **METHOD OF MEASUREMENT**

**162-4.1** Chain-link fence will be measured for payment by the linear foot. Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings.

#### **BASIS OF PAYMENT**

**162-5.1** Payment for chain-link fence will be made at the contract unit price per linear foot.

The price shall be full compensation for furnishing all materials, and for all preparation, erection, and installation of these materials, and for all labor equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item F-162-5.1                    10' Brown Vinyl Chain-Link Fence - per linear foot

## REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

### ASTM International (ASTM)

ASTM A121	Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
ASTM A153	Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A392	Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A491	Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A824	Standard Specification for Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence
ASTM B117	Standard Practice for Operating Salt Spray (Fog) Apparatus
ASTM F668	Standard Specification for Polyvinyl Chloride (PVC), Polyolefin and other Organic Polymer Coated Steel Chain-Link Fence Fabric
ASTM F1043	Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
ASTM F1083	Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
ASTM F1183	Standard Specification for Aluminum Alloy Chain Link Fence Fabric
ASTM F1345	Standard Specification for Zinc 5% Aluminum-Mischmetal Alloy Coated Steel Chain-Link Fence Fabric
ASTM G152	Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G153	Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
ASTM G155	Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials

### Federal Specifications (FED SPEC)

FED SPEC RR-F-191/3 Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)

FED SPEC RR-F-191/4 Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

**END OF ITEM F-162**

## Appendix A

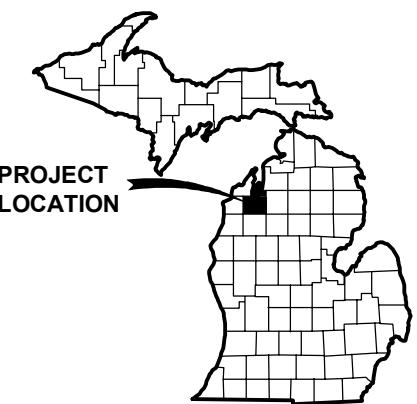
### Project Drawings

# SOIL REMOVAL ACTION

FOR

## VAP-2 PFAS REMEDIATION AREA

TRAVERSE CITY, GRAND TRAVERSE COUNTY, MICHIGAN



### VICINITY MAP

SCALE

### OWNER

NORTHWEST REGIONAL AIRPORT AUTHORITY  
727 FLY DON'T DRIVE  
TRAVERSE CITY, MI 49686  
CONTACT: BOB NELESON, PE  
231.947.2250

### ENGINEER

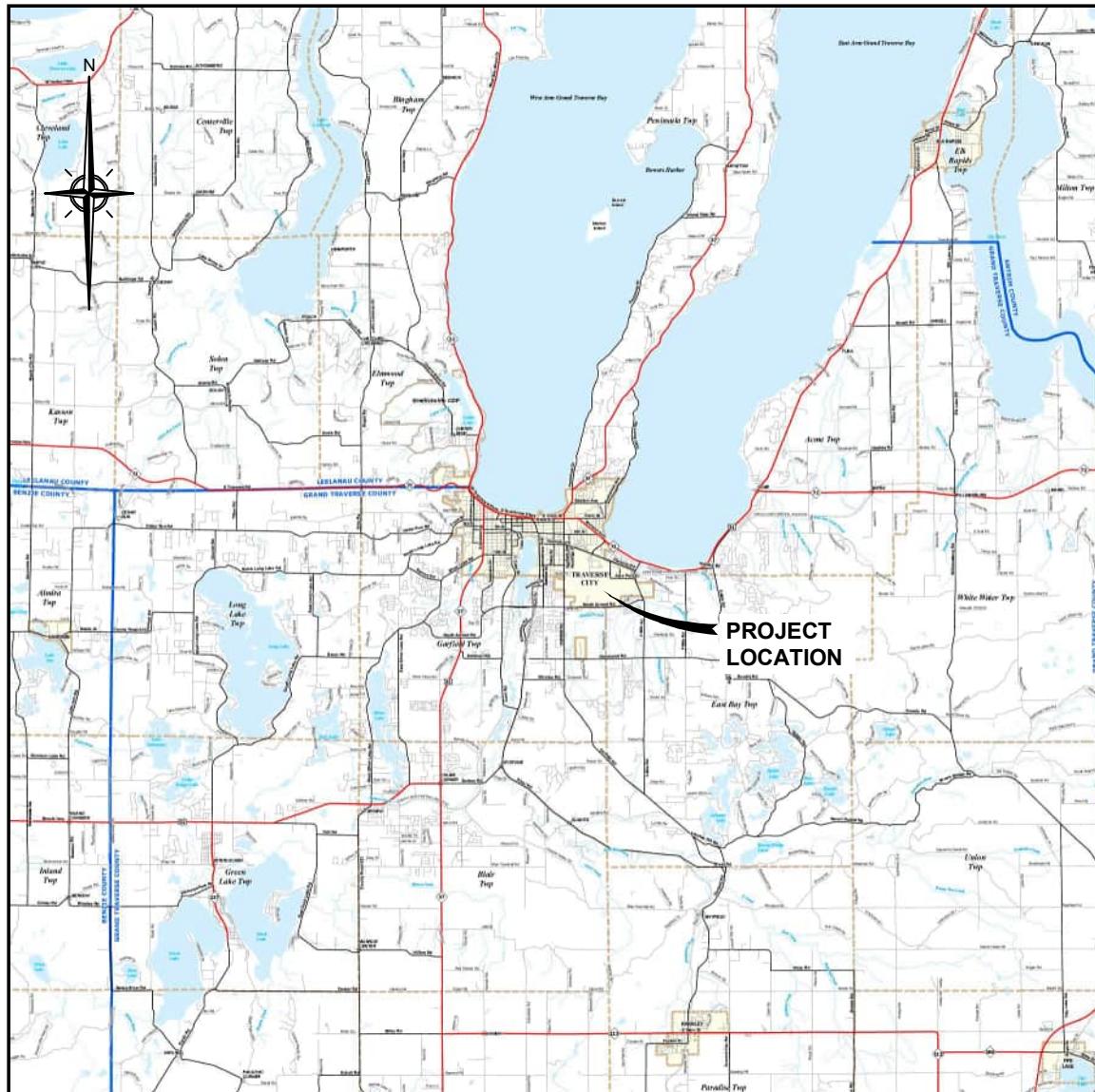
GOSLING CZUBAK ENGINEERING SCIENCES, INC.  
1280 BUSINESS PARK DRIVE  
TRAVERSE CITY, MICHIGAN, 49686-8607  
231.946.9191 - 800.968.1062  
www.goslingczubak.com info@goslingczubak.com  
CONTACT: ADAM SEGERLIND, PE

### UTILITY CONTACTS

NAME OF OWNER	TYPE OF UTILITY
DJTE ENERGY (800) 477-4747	GAS
CONSUMER'S ENERGY (800) 477-5050	ELECTRIC
SPECTRUM (855) 707-7328	CABLE TV
AT&T (800) 288-2020	TELEPHONE
GRAND TRAVERSE COUNTY DPW (231) 995-6039	SEWER & WATER
TRAVERSE CITY LIGHT & POWER (231) 922-4940	ELECTRIC



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### LOCATION MAP

NOT TO SCALE

PFAS SOIL REMOVAL ACTION

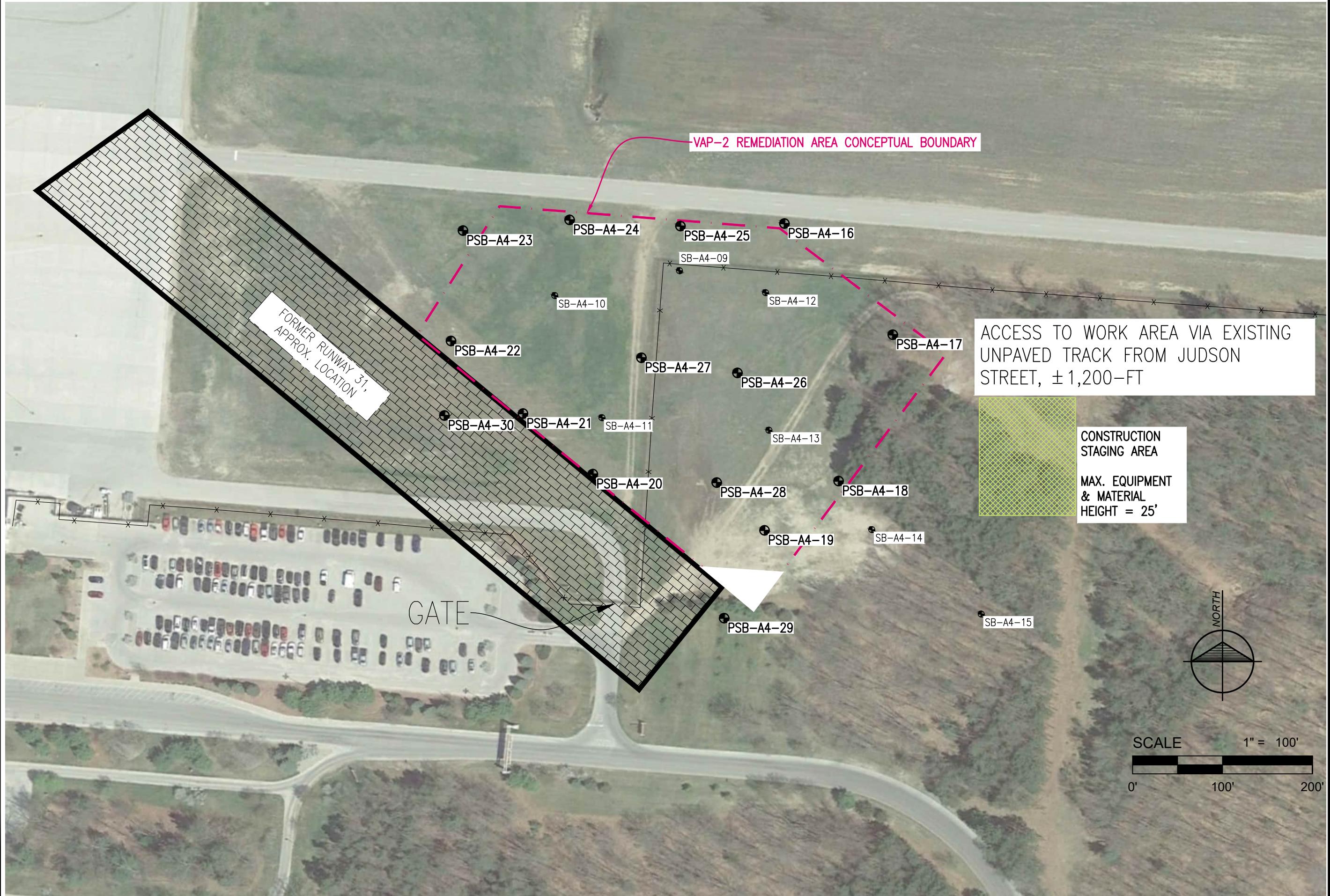
Issue Date  
Jan 19, 2026

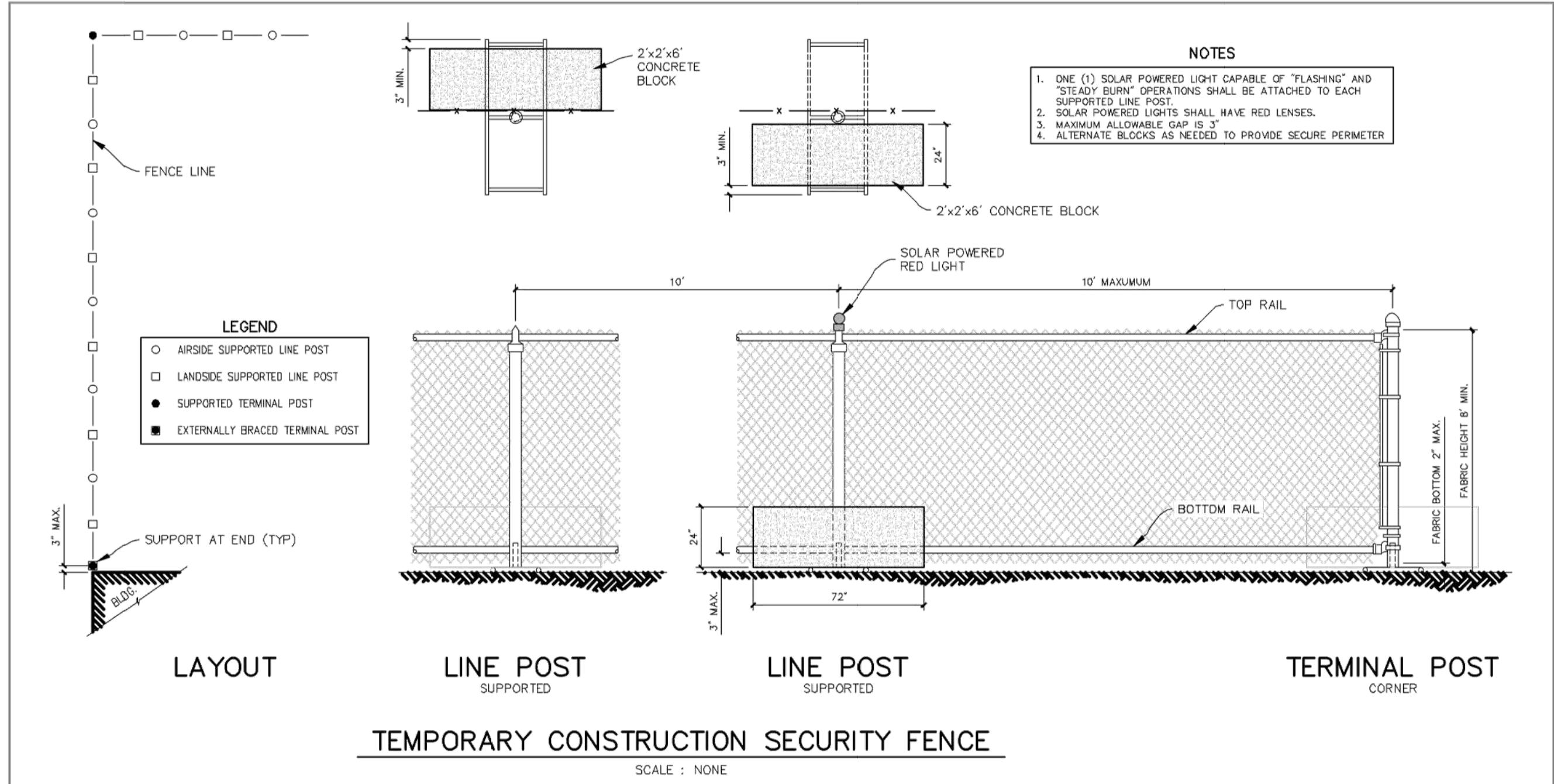
Project No.  
250258.01

Sheet  
1

1

ORIGINAL SHEET SIZE 11x17





Location: PART OF SECTION 12,  
T 27 N, R 11 W,  
GARFIELD TOWNSHIP,  
GRAND TRAVERSE COUNTY, MICHIGAN  
Sheet C2

Job #:	250258.01
Date:	1/19/2026
Scale:	NTS
Drawn:	DJT
Chkd.:	AES
Rev.:	

**TEMPORARY FENCE DETAIL**  
**PFAS Soil Removal Action**  
**Northwest Regional Airport Authority**

**Gosling Czubak**  
engineering sciences, inc.  
1280 Business Park Drive, Traverse City, Michigan  
231-946-9191 800-968-1062  
www.goslingczubak.com info@goslingczubak.com  
CIVIL ENGINEERING | SURVEYING | ENVIRONMENTAL SERVICES | GEOTECHNICAL  
CONSTRUCTION SERVICES | DRILLING | LANDSCAPE ARCHITECTURE

**CONTRACT TIME**

1. THE PROJECT IS EXPECTED TO BE STARTED AND FINISHED IN FALL 2024

**PROJECT DESCRIPTION**

2. THIS PROJECT IS GENERALLY DESCRIBED AS SOIL EXCAVATION AND BACKFILL WITH THE INSTALLATION OF TWO MONITORING WELLS.

**COORDINATION**

3. THE CONTRACTOR SHALL HAVE A PROJECT SUPERINTENDENT ON SITE AT ALL TIMES WORK IS IN PROGRESS. THE CONTRACTOR'S SUPERINTENDENT SHALL BE RESPONSIBLE FOR OPERATIONAL SAFETY AND SECURITY.

4. SHOULD CHANGES IN THE SCOPE OR DURATION OF THE PROJECT OCCUR MAKING REVISIONS TO THE CONSTRUCTION SAFETY PHASING PLAN (CSPP) NECESSARY, THE REVISED (CSPP) MAY BE REVIEWED AND APPROVED BY THE AIRPORT AND THE (FAA) PRIOR TO ISSUING A CONTRACT MODIFICATION.

5. ALL PHASES AND CLOSURES SHALL BE COORDINATED WITH AIRPORT OPERATIONS AT LEAST 24 HOURS IN ADVANCE.

6. CONTRACTOR SHALL PROVIDE PROGRESS SCHEDULE PRIOR TO COMMENCING THE WORK.

7. THE CONTRACTOR SHALL MAKE ALL INQUIRIES NECESSARY SO THAT THEIR PROPOSAL SHALL BE BASED UPON FULL KNOWLEDGE AND ESTIMATION OF THE CONDITIONS AND REQUIREMENTS TO BE MET.

8. (FAA) (ATO)/OPERATIONS CONTACT IS SCOTT MCCOWAN AT (517) 304-8996. THE CONTRACTOR SHALL COORDINATE ANY CSPP CHANGES WITH THE FAA THROUGH THE AIRPORT. THIS INFORMATION IS PROVIDED FOR EMERGENCY USE ONLY.

9. TWO-WAY RADIO COMMUNICATIONS SHALL ONLY BE PERFORMED BY CONTRACTOR STAFF WHO HAVE BEEN TRAINED TO DO SO BY AIRPORT OPERATIONS STAFF. CONTRACTOR SHALL NOT USE ANY ELECTRONIC EQUIPMENT THAT INTERFERES WITH AIRPORT COMMUNICATIONS OR NAVIGATION.

**PHASING**

10. THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE SAFETY AND PHASING PLAN. ALL WORK SHALL BE PHASED AND COMPLETED IN ACCORDANCE WITH THE PHASING PLANS. THE CONTRACTOR MUST MAINTAIN OPERATIONAL SAFETY ON THE AIRPORT DURING CONSTRUCTION IN ACCORDANCE WITH THE CURRENT VERSION OF FAA AC 150/5370-2, AND IN ACCORDANCE WITH THE CONTRACTOR'S SUBMITTED SAFETY PLAN COMPLIANCE DOCUMENT (SPCD). THE SPCD SHALL BE SUBMITTED AT THE PRE-CONSTRUCTION MEETING.

**AREA AND OPERATIONS AFFECTED BY CONSTRUCTION ACTIVITY**

11. CONTRACTOR SHALL IMMEDIATELY NOTIFY CHERRY CAPITAL AIRPORT OF ANY CONDITION THAT MAY, IN THE CONTRACTOR'S OPINION, ADVERSELY AFFECT OPERATIONAL SAFETY.

**NAVIGATION AID PROTECTION**

12. CONTRACTOR SHALL NOT WORK INSIDE NAVIGATIONAL AID (NAVAID) CRITICAL AREAS WITHOUT CLEARANCE FROM AIRPORT OPERATIONS. OPERATIONS WILL COORDINATE NOTAMS AND CLOSURES WITH THE LOCAL FEDERAL AVIATION ADMINISTRATION (FAA) STAFF. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT NAVADS, LIGHTS, AND SIGNS FROM DAMAGE. DAMAGE TO ANY NAVAID EQUIPMENT OR UNDERGROUND UTILITY SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE FIXED, REPLACED, OR REPAIRED AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL PROVIDE TEMPORARY POWER TO FAA EQUIPMENT IF POWER LOSS RESULTS FROM CONSTRUCTION OPERATIONS.

**CONTRACTOR ACCESS**

13. THE CONTRACTOR SHALL LIMIT ACCESS INTO THE AIRPORT TO AUTHORIZED PERSONNEL ONLY. THE CONTRACTOR SHALL PROVIDE TRAINED PERSONNEL AT ACCESS GATES WHENEVER THOSE GATES ARE IN USE BY CONSTRUCTION PERSONNEL. IF A GATE ATTENDANT IS USED, THE CONTRACTOR WILL BE REQUIRED TO LOG THE ENTRANCE INTO AND EXIT FROM THE CONSTRUCTION AREA OF ALL CONSTRUCTION VEHICLES. VEHICLE TRAFFIC TO BE LOGGED SHALL INCLUDE BUT NOT BE LIMITED TO DELIVERY VEHICLES, CONSTRUCTION OBSERVERS, CONTRACTOR VEHICLES, AND OTHER CONSTRUCTION VEHICLES. INFORMATION TO BE LOGGED SHALL INCLUDE BUT NOT BE LIMITED TO LICENSE PLATE, OPERATOR NAME, BADGE NUMBER, TIME, AND COMPANY. IF NO ATTENDANT IS USED, THE VEHICLE OPERATOR IS REQUIRED TO 'STOP AND WAIT' AFTER ENTERING OR EXITING A VEHICLE GATE TO ENSURE NO UNAUTHORIZED PERSONS OR VEHICLES ENTER THE AOA OR THE SECURED/SDA AREA. THE VEHICLE MUST REMAIN STOPPED FOR FIVE SECONDS AFTER GATE HAS CLOSED TO VERIFY GATE DID NOT BOUNCE BACK OPEN. ACCESS THROUGH SECURE GATES WILL BE COORDINATED WITH AIRPORT OPERATIONS. KEYS AND/OR CARDS WILL BE ISSUED FOR CONSTRUCTION ACCESS. THE SECURITY PERSON SHALL BE POSITIONED AT THE GATE ENTRANCE TO INSPECT ALL TRAFFIC AND SHALL KEEP THE GATE CLOSED AT ALL TIMES UNTIL IDENTIFICATION, INSPECTION, AND CLEARANCE HAVE BEEN PERFORMED. THE GATE WILL BE OPENED FOR PASSAGE AND IMMEDIATELY CLOSED UNTIL THE NEXT VERIFICATION. AT THE END OF THE

DAY THE SUPERINTENDENT OR SECURITY PERSON MUST AUDIT THE GATE LIST TO MAKE SURE EVERY WORKER IS ACCOUNTED FOR. CONTRACTOR IS ADVISED TO VERIFY GATES ARE CLOSED AND LOCKED WHEN NOT IN USE AND DOCUMENT THE VERIFICATION IN GATE LOGS. CONTRACTOR WILL BE RESPONSIBLE FOR ALL FINES LEVIED AGAINST OR BY THE AIRPORT RESULTING FROM THE CONTRACTOR'S FAILURE TO MAINTAIN GATE SECURITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ACCESS AND STORAGE WITH OTHER CONTRACTORS WHO MAY BE WORKING AT THE AIRPORT.

14. ENTRANCE OF MULTIPLE CONSTRUCTION VEHICLES INTO THE AOA SHALL ONLY BE ACCOMPLISHED BY CHERRY CAPITAL AIRPORT APPROVED ESCORT PROCEDURES.

15. ALL AUTHORIZED VEHICLES AND EQUIPMENT REQUIRED TO WORK INSIDE SECURE AREAS SHALL HAVE A SIGN ON BOTH SIDES CONTAINING THE CONTRACTOR'S COMPANY NAME AND VISIBLY EQUIPPED WITH A YELLOW FLASHING STROBE LIGHT IN ACCORDANCE WITH THE CURRENT EDITION OF AC 150-5210-5. PRIVATE VEHICLES OF THE CONTRACTOR'S PERSONNEL WILL NOT BE ALLOWED WITHIN THE SECURITY AREA AND SHALL BE KEPT IN THE DESIGNATED PARKING AREA. ALL EQUIPMENT OPERATORS WORKING ON THE AIRFIELD MUST HAVE COMPLETED NON-MOVEMENT (VIDEO, TEST) DRIVERS TRAINING OR BE ESCORTED BY AN INDIVIDUAL WHO HAS COMPLETED DRIVERS TRAINING BEFORE OPERATING ON THE AIRFIELD. DRIVERS TRAINING WILL BE OFFERED EVERY WEDNESDAY MORNING AND AFTERNOON WHEN SCHEDULED 48 HOURS IN ADVANCE WITH AIRPORT OPERATIONS. ALL CONSTRUCTION EMPLOYEES REQUIRED TO DRIVE IN THE AOA SHALL BE TRAINED AND BADGED FOR AIRPORT VEHICLE SAFETY PRIOR TO STARTING WORK. TRAINING MAY INCLUDE VIDEO INSTRUCTION AND FIELD INSTRUCTION. TRAINING WILL INCLUDE INSTRUCTIONS FOR ESCORTING OTHER VEHICLES, AIRPORT REQUIREMENTS, IDENTIFICATION BADGES FOR PERSONNEL IN ACCORDANCE WITH THE AIRPORT'S ADOPTION OF 49 CFR PART 1542, AIRPORT SECURITY, AND VEHICLE PERMITS, IF REQUIRED.

16. ALL CONTRACTOR EMPLOYEES WILL BE REQUIRED TO OBTAIN SECURITY BADGES (AOA OR SIDA). A LIST OF CONDITIONS MAY BE OBTAINED FROM THE AIRPORT.

17. WHEN NOT IN USE AND DURING NON-WORKING HOURS, CONTRACTOR'S EQUIPMENT SHALL BE PARKED WITHIN THE CONTRACTOR'S STAGING AND STORAGE AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND SECURITY OF HIS STORAGE AREA AND ALL CONSTRUCTION AREAS. THE CONTRACTOR SHALL CONFINE THE STOCKPILING OF MATERIAL TO THE STAGING AND STORAGE AREA OR LOCATION DESIGNATED BY ENGINEER.

18. ACCESS FOR CONSTRUCTION OPERATIONS SHALL BE FROM JUDSON STREET, ALONG SOUTHERN EDGE OF PERIMETER FENCE (LAND SIDE).

**WILDLIFE MANAGEMENT**

19. CONTRACTOR SHALL COLLECT AND DISPOSE OF ALL LUNCH WRAPPERS, FOOD, AND OTHER WILDLIFE ATTRACTANTS AS NOTED IN AIRPORT RULES AND REGULATIONS. CONTRACTOR PERSONNEL SHALL BE AWARE OF AND AVOID CONSTRUCTION ACTIVITIES THAT CAN CREATE WILDLIFE HAZARDS ON AIRPORTS INCLUDING CREATING AREAS OF STANDING WATER AND TALL GRASS. CONTRACTOR SHALL NOTIFY THE AIRPORT IF DEER, BIRDS, OR OTHER WILDLIFE ARE OBSERVED INSIDE THE AIRPORT PERIMETER FENCE.

**FOREIGN OBJECT DEBRIS**

20. MATERIAL TRACKED OR OTHERWISE DEPOSITED ON ACTIVE PAVEMENTS BY CONSTRUCTION OPERATIONS SHALL BE REMOVED IMMEDIATELY IN ORDER TO PREVENT DAMAGE TO AIRCRAFT. ALL FOREIGN OBJECT DEBRIS (FOD) FOUND ON AIRCRAFT PAVEMENTS AND ADJACENT TO WORK AREAS SHALL BE SUFFICIENT CAUSE FOR THE OWNER TO STOP WORK. SAID OBJECTS SHALL BE REMOVED IMMEDIATELY AND PAVEMENTS SWEEPED OR VACUUMED PRIOR TO WORK RESTARTING.

21. THE CONTRACTOR SHALL CONTROL DUST FROM CONTRACTOR WORK AREAS BY VACUUM TYPE SWEEPING, WATERING, OR OTHER METHODS AS APPROVED BY THE ENGINEER. SHOULD THE CONTRACTOR FAIL TO ADEQUATELY CONTROL DUST, CONSTRUCTION SHALL BE SUSPENDED UNTIL THE CONTRACTOR SUBMITS A DUST CONTROL PLAN FOR AIRPORT APPROVAL. WORK SHALL NOT RESUME UNTIL THE APPROVED PLAN IS IMPLEMENTED.

**HAZARDOUS MATERIAL MANAGEMENT**

22. CONTRACTOR SHALL UNDERSTAND AIRPORT OPERATIONS HAZARDOUS MATERIALS MANAGEMENT PROCEDURES AND REPORT ANY SUSPICIOUS MATERIAL TO OPERATIONS IMMEDIATELY.

23. CONTRACTOR SHALL BE RESPONSIBLE FOR HANDLING AND CONTAINING FUEL, OIL, AND OTHER HAZARDOUS MATERIALS DELIVERED TO THE AIRPORT FOR CONTRACTOR OPERATIONS. MATERIALS SHALL BE HANDLED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE), THE MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (MOSHA), THE ENVIRONMENTAL PROTECTION AGENCY (EPA), OR OTHER AGENCIES WITH REGULATORY AUTHORITY OVER THE ASSOCIATED MATERIAL. ALL RELEASES OF CONTRACTOR'S MATERIALS SHALL BE REPORTED TO CHERRY CAPITAL AIRPORT IMMEDIATELY AND CLEANED UP BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CLEANUP COSTS INCLUDING FINES AND PENALTIES ASSESSED TO THE AIRPORT AS A RESULT OF THE RELEASE. CONTRACTOR SHALL SUBMIT COPIES OF ALL SAFETY DATA SHEETS ASSOCIATED WITH THE WORK TO THE ENGINEER PRIOR TO DELIVERY TO THE SITE.

**NOTIFICATION OF CONSTRUCTION ACTIVITIES**

24. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH A NAME AND TELEPHONE NUMBER OF TWO (2) INDIVIDUALS THAT WILL BE AVAILABLE 24 HOURS A DAY, SEVEN DAYS A WEEK, FOR USE IN EMERGENCIES. THESE CONTACT PERSONS SHALL HAVE THE AUTHORITY TO IMMEDIATELY CORRECT ANY SAFETY OR SECURITY DEFICIENCY CAUSED BY THE CONTRACTOR OR THE CONTRACTOR'S ACTIVITIES, AS IDENTIFIED BY THE OWNER OR ENGINEER.

25. A FULL LIST OF RESPONSIBLE REPRESENTATIVES WILL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING. CONTRACTOR SHOULD CALL 911 FOR MEDICAL, FIRE, AND POLICE RESPONSE. IN CASE OF AN EMERGENCY, THE CONTRACTOR SHALL MAKE EVERY EFFORT TO REMOVE THE EQUIPMENT AND PERSONNEL FROM THE AFFECTED AREA AND ABIDE BY ANY DECISIONS CONCERNING EQUIPMENT AND PERSONNEL MADE BY THE OWNER OR ENGINEER. THE CONTRACTOR SHALL ALSO IMMEDIATELY NOTIFY KEVIN KLEIN, AIRPORT DIRECTOR AT (231) 947-2250.

26. CONTRACTOR SHALL IMMEDIATELY NOTIFY AIRPORT OPERATIONS OF ANY CONDITION THAT MAY, IN THE CONTRACTOR'S OPINION, ADVERSELY AFFECT OPERATIONAL SAFETY.

27. EMERGENCY, ARFF, AND OTHER AIRPORT VEHICLES WILL NOT BE DETOURRED DUE TO THIS CONSTRUCTION PROJECT. EMERGENCY VEHICLES SHALL HAVE THE RIGHT-OF-WAY AT ALL TIMES. IN CASE OF AN AIRPORT EMERGENCY, CALL 911, THEN CONTACT AIRPORT OPERATIONS AT (231) 313-0928. ALL COMMUNICATIONS WITH AIRPORT RESCUE AND FIRE FIGHTING (ARFF) WILL BE DIRECTED THROUGH AIRPORT OPERATIONS.

28. CHERRY CAPITAL AIRPORT WILL COORDINATE NOTAMS AND CLOSURES.

**INSPECTION REQUIREMENTS**

29. OBSERVATIONS FOR CSPP COMPLIANCE WILL BE EXECUTED BY THE ENGINEER OR ENGINEER'S REPRESENTATIVE AS WELL AS THE AIRPORT. ULTIMATELY THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING HIS OWN WORK AND VERIFYING THAT THE WORK IS BEING COMPLETED PER THE CONTRACT DOCUMENTS.

30. INSPECTION OF THE SITE BY THE CONTRACTOR SHALL BE DONE ON A DAILY BASIS.

31. FINAL INSPECTIONS WILL BE CONDUCTED BY THE AIRPORT PERSONNEL AND THE ENGINEER. FINAL INSPECTIONS WILL NOT BE CONDUCTED UNTIL THE CONTRACTOR VERIFIES THAT ALL WORK HAS BEEN COMPLETED PER THE CONTRACT DOCUMENTS.

**UNDERGROUND UTILITIES**

32. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING MISSDIG PRIOR TO STARTING WORK. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO DEMOLITION AND CONSTRUCTION.

33. CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT UNDERGROUND UTILITIES. DAMAGE TO ANY EQUIPMENT OR UNDERGROUND UTILITY SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE FIXED, REPLACED, OR REPAIRED IMMEDIATELY AS DIRECTED BY THE ENGINEER.

**PENALTIES**

34. IF THE CONTRACTOR FAILS TO COMPLY WITH THE AIRPORT RULES AND REGULATIONS AND THE CSPP, CONSTRUCTION WILL BE SUSPENDED UNTIL THE CONTRACTOR DEMONSTRATES PROCEDURES ARE IN PLACE TO COMPLY AND THE MODIFIED PROCEDURES ARE ACCEPTED BY THE AIRPORT. FAILURE TO COMPLETE THE PROJECT ON TIME DUE TO THE CONTRACTOR'S INABILITY TO COMPLY WITH THE REQUIREMENTS NOTED HEREIN WILL NOT BE CONSIDERED AS A BASIS FOR ADDITIONAL TIME. INDIVIDUAL EMPLOYEES WHO DO NOT CONFORM AS NOTED HEREIN MAY BE FINED, SUSPENDED, OR ACCESS TO THE AOA REVOKED.

35. FAILURE TO COMPLY WITH SECURITY REQUIREMENTS WILL RESULT IN SUSPENSION OF THE CONTRACTOR'S OPERATIONS UNTIL A PLAN TO CORRECT THE DEFICIENCIES IS APPROVED BY THE ENGINEER AND OWNER. THE SUSPENSION SHALL NOT BE CAUSE FOR ADDITIONAL CONTRACT TIME.

36. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR ANY FINES LEVIED AGAINST THE AIRPORT OR BY THE AIRPORT FOR SAFETY OR SECURITY VIOLATIONS WHICH ARE A RESULT OF THE CONTRACTOR'S FAILURE TO COMPLY WITH SECURITY REGULATIONS. SUCH FINES WILL BE PASSED ONTO THE CONTRACTOR AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PAY.

37. ALL DELIVERIES SHALL BE MADE TO THE CONTRACTOR'S STORAGE AREA.

38. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT EXISTING BUILDINGS AND INFRASTRUCTURE FROM DAMAGE. DAMAGE TO ANY EXISTING INFRASTRUCTURE SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE FIXED, REPLACED OR REPAIRED AS DIRECTED BY THE ENGINEER.

**SPECIAL CONDITIONS**

39. SHOULD SUSPENSION OF CONSTRUCTION BECOME NECESSARY DUE TO LOW-VISIBILITY OPERATIONS, SNOW REMOVAL, AIRCRAFT IN DISTRESS, AIRCRAFT ACCIDENT, SECURITY BREACH, VEHICLE/PEDESTRIAN DEVIATION (VPD) OR OTHER CONDITIONS, THE AIRPORT RESERVES THE RIGHT TO NOTIFY THE CONTRACTOR AND ISSUE SPECIAL INSTRUCTIONS AS NECESSARY FOR THE SITUATION.

**RUNWAY AND TAXIWAY VISUAL AIDS**

40. THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT, CONTRACTOR

SHALL VERIFY THAT MARKING, LIGHTING, SIGNS, AND VISUAL NAVAIDS REMAIN IN PLACE AND OPERATIONAL AND CLEARLY MARKED AND VISIBLE AT ALL TIMES.

**ACCESS ROUTES - MARKING AND SIGNAGE**

41. THE CONTRACTOR SHALL COORDINATE HAUL ROUTES, CLOSURES AND SCHEDULES WITH OTHER PROJECTS WHICH MAY BE UNDERWAY DURING THE SAME TIME PERIOD AS THIS CONTRACT.

42. AIRCRAFT SHALL HAVE RIGHT-OF-WAY AT ALL TIMES. CARE SHALL BE TAKEN NOT TO ALLOW ANY PERSONS TO ENTER AREAS WHERE THERE IS POTENTIAL FOR AIRCRAFT BLAST.

**HAZARD MARKING, LIGHTING, AND SIGNAGE**

43. BARRICADES AND A TEMPORARY FENCE SHALL BE PLACED AS SHOWN ON THE PLANS. CONTRACTOR TO MAINTAIN BARRICADES IN WORKING ORDER AT ALL TIMES.

**PROTECTION RUNWAY AND TAXIWAY AREAS, ZONES, AND SURFACES**

44. WORK PERFORMED WITHIN THE RUNWAY SAFETY AREA (RSA) OR TAXIWAY OBJECT FREE AREA (TOFA) WILL REQUIRE CLOSURES OF THE RUNWAYS AND/OR TAXIWAYS Affected AS INDICATED ON THE PLAN. ONLY THE AIRPORT CAN OPEN OR CLOSE AN AREA.

45. NO WORK MAY BE PERFORMED WITHIN A RUNWAY SAFETY AREA (RSA), TAXIWAY OBJECT FREE AREA (TOFA), RUNWAY OBJECT FREE AREA (ROFA), TAXIWAY SAFETY AREA (TSA), OBSTACLE FREE ZONE (OFZ), OR APPROACH AND DEPARTURE SURFACES WHILE OPEN FOR AIRCRAFT OPERATIONS. CONTRACTOR SHALL NOT BEGIN WORK IN THE ASSOCIATED SAFETY AREA UNTIL THE RUNWAY OR TAXIWAY HAS BEEN CLOSED AND BARRICADES AND/OR CLOSED MARKERS HAVE BEEN PLACED.

46. THIS PROJECT WILL NOT IMPACT RUNWAY OR TAXIWAY SAFETY AREAS.

47. RUNWAYS, TAXIWAYS, TAXILANES, AND APRONS WILL NOT RE-OPEN UNTIL ALL TRENCHES AND EXCAVATIONS HAVE BEEN BACKFILLED SUCH THAT NO SLOPE EXCEEDS FIVE PERCENT (5%) OR DROP EXCEEDS THREE (3) INCHES, PER MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) AND FEDERAL AVIATION ADMINISTRATION (FAA) GRADING STANDARDS AND SPECIFICATIONS.

48. CONTRACTOR SHALL NOT ENTER THE RUNWAY OBJECT FREE AREA (ROFA).

49. CONTRACTOR SHALL NOT CROSS, PROTRUDE, ENTER, OR BREAK THE PLANE OF THE OBJECT FREE ZONE (OFZ) OR THRESHOLD SURFACES WITH PERSONNEL, EQUIPMENT, AND/OR MATERIAL.

**OTHER LIMITATIONS ON CONSTRUCTION**

50. EQUIPMENT LOCATED WITHIN CONSTRUCTION AREAS SHALL NOT EXCEED TWENTY-FIVE (25) FEET IN HEIGHT, UNLESS OTHERWISE SPECIFIED.

51. CONTRACTOR SHALL NOT USE OPEN FLAME WELDERS OR TORCHES, ELECTRICAL BLASTING CAPS, OR FLARE POTS OUTSIDE OF THE STAGING AND STORAGE AREA WITHOUT APPROVAL BY THE AIRPORT. USE OF OPEN FLAME WELDERS OR TORCHES SHALL BE IN ACCORDANCE WITH THE CONTRACTOR'S CORPORATE POLICY AND PROJECT SAFETY PLAN. USE SHALL BE LIMITED TO AREAS WITH FIRE PROTECTION, AND CONTRACTOR SHALL PREVENT FIRES FROM STARTING AND LIMIT THE SPREAD IF ONE IS STARTED.

52. ALL AREAS WITHIN THE AOA AND BUILDING ARE NON-SMOKING AREAS.

**DEFINITIONS**

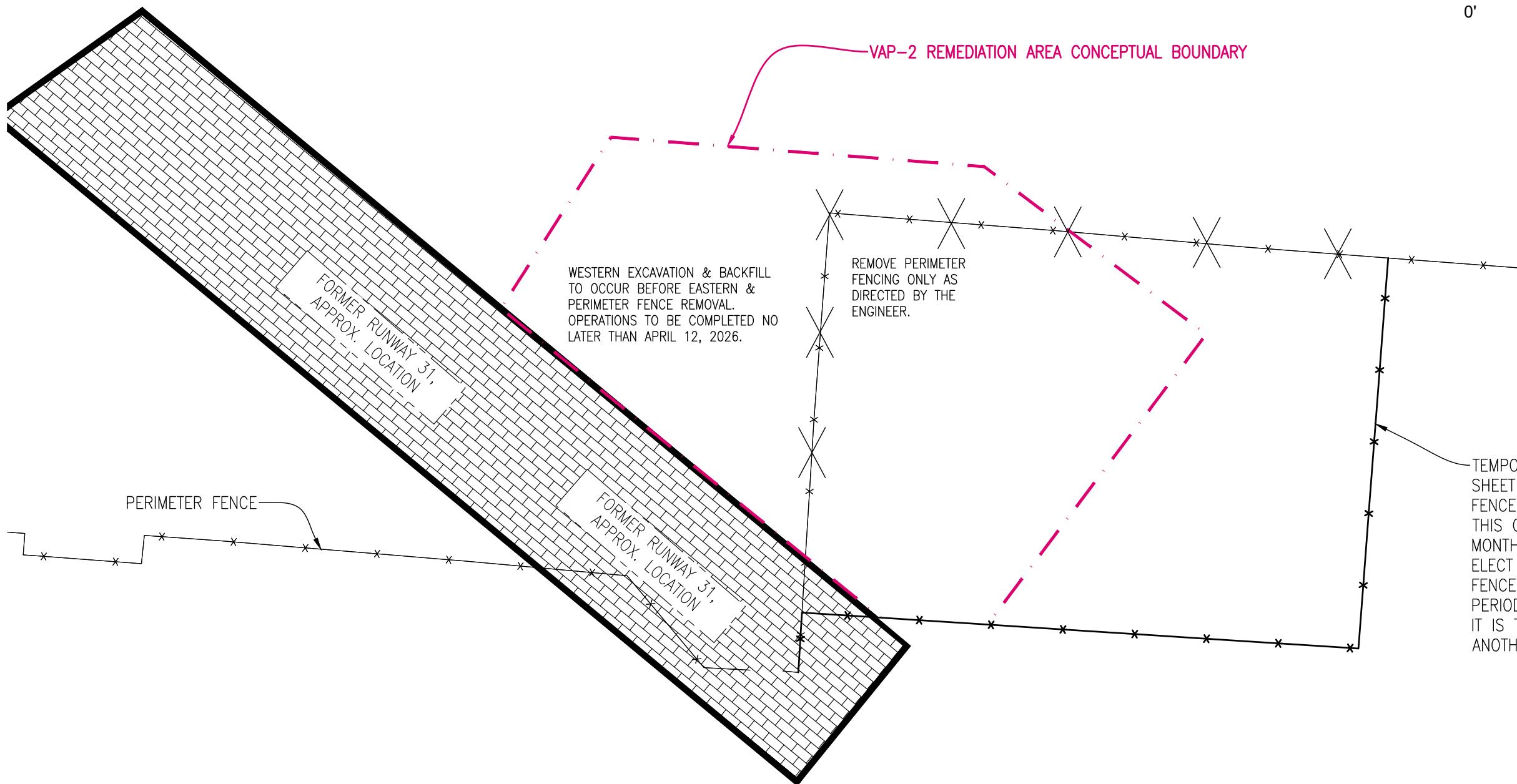
AC - ADVISORY CIRCULAR  
AOA - AIR OPERATIONS AREA  
ARFF - AIRPLANE RESCUE & FIRE FIGHTING  
CFR - CODE OF FEDERAL REGULATIONS  
FAA - FEDERAL AVIATION ADMINISTRATION  
FOD - FOREIGN OBJECT DEBRIS  
TVC/AIRPORT - CHERRY CAPITAL AIRPORT  
OWNER - TVC  
NAVAID - NAVIGATIONAL AID  
NOTAM - NOTICE TO AIRMEN  
TSA - TRANSPORTATION SECURITY ADMINISTRATION

Location: PART OF SECTION 12,  
T 27 N, R 11 W,  
GARFIELD TOWNSHIP,  
GRAND TRAVERSE COUNTY, MICHIGAN  
Sheet C3

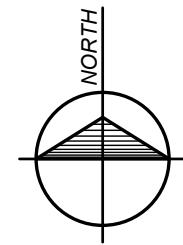
Job #:	250258.01
Date:	1/19/2026
Scale:	NTS
Drawn:	DJT
Chkd.:	AES
Rev.:	

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CONSTRUCTION SERVICES | DRILLING | LANDSCAPE ARCHITECTURE

**CSPP NOTES**  
**PFAS Soil Removal Action**  
**Northwest Regional Airport Authority**



SCALE 1" = 100'  
0' 100' 200'

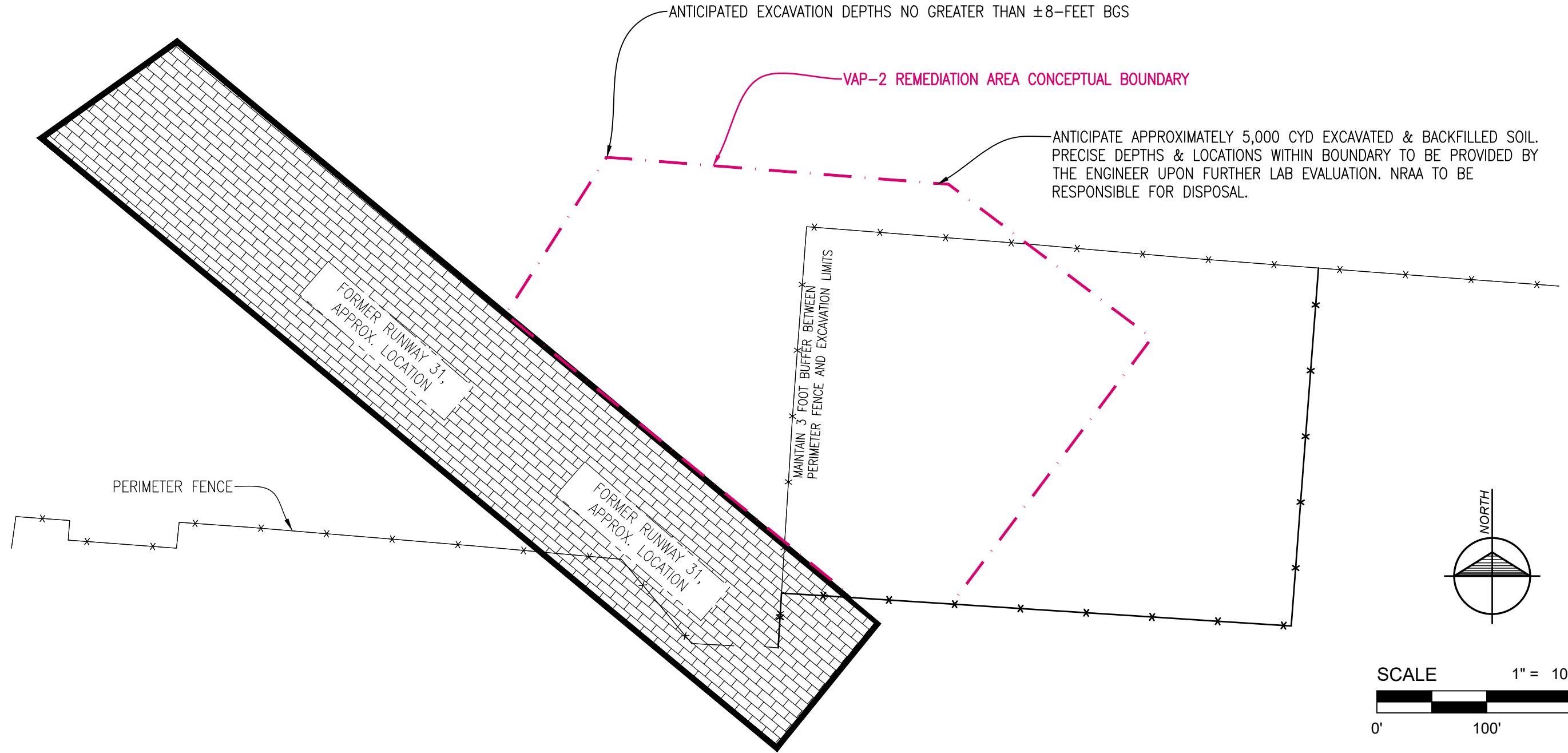


Location: PART OF SECTION 12,  
T 27 N, R 11 W,  
GARFIELD TOWNSHIP,  
GRAND TRAVERSE COUNTY, MICHIGAN  
Sheet E1A

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CONSTRUCTION SERVICES | DRILLING | LANDSCAPE ARCHITECTURE

Job #:	250258.01
Date:	1/19/2026
Scale:	1" = 100'
Drawn:	DJT
Chk'd.:	AES
Rev.:	

**Demolition Plan**  
**PFAS Soil Removal Action**  
**Northwest Regional Airport Authority**



Location: PART OF SECTION 12,  
T 27 N, R 11 W,  
GARFIELD TOWNSHIP,  
GRAND TRAVERSE COUNTY, MICHIGAN  
Sheet E2

**Excavation Plan  
PFAS Soil Removal Action  
Northwest Regional Airport Authority**

Job #:	250258.01
Date:	1/19/2026
Scale:	1" = 100'
Drawn:	DJT
Chkd.:	AES
Rev.:	

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CONSTRUCTION SERVICES | DRILLING | LANDSCAPE ARCHITECTURE

## Appendix B

### Waste Characterization Results

Report ID: S80637.01(01)

Generated on 11/13/2025

## Report to

Attention: Adam Segerlind  
Gosling Czubak Engineering Sciences, Inc.  
1280 Business Park Drive  
Traverse City, MI 49686

Phone: O:231-933-5135 C231-384-3271 FAX:

Email: asegerlind@goslingczubak.com

## Report produced by

Merit Laboratories, Inc.  
2680 East Lansing Drive  
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Phone: (517) 332-0167 FAX: (517) 332-6333

## Contacts for report questions:

John Laverty (johnlaverty@meritlabs.com)  
Barbara Ball (bball@meritlabs.com)

## Report Summary

Lab Sample ID(s): S80637.01

Project: TVC - VAP 2 Area Soil

Collected Date(s): 10/29/2025

Submitted Date/Time: 10/30/2025 10:05

Sampled by: Dan Thomas

P.O. #: 250258.01

## Table of Contents

Cover Page (Page 1)

General Report Notes (Page 2)

Report Narrative (Page 2)

Laboratory Accreditations (Page 3)

Qualifier Descriptions (Page 3)

Glossary of Abbreviations (Page 3)

Method Summary (Page 4)

Parameter Summary (Page 5)

Sample Summary (Page 6)



Maya Murshak  
Technical Director

## General Report Notes

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Analytical results relate only to the samples tested, in the condition received by the laboratory.

Methods may be modified for improved performance.

Results reported on a dry weight basis where applicable.

'Not detected' indicates that parameter was not found at a level equal to or greater than the reporting limit (RL).

When MDL results are provided, then 'Not detected' indicates that parameter was not found at a level equal to or greater than the MDL.

40 CFR Part 136 Table II Required Containers, Preservation Techniques and Holding Times for the Clean Water Act specify that samples for acrolein and acrylonitrile, and 2-chloroethylvinyl ether need to be preserved at a pH in the range of 4 to 5 or if not preserved, analyzed within 3 days of sampling.

QA/QC corresponding to this analytical report is a separate document with the same Merit ID reference and is available upon request.

Starred (\*) analytes are not NY NELAP accredited.

Samples are held by the lab for 30 days from the final report date unless a written request to hold longer is provided by the client.

Report shall not be reproduced except in full, without the written approval of Merit Laboratories, Inc.

Limits for drinking water samples, are listed as the MCL Limits (Maximum Contaminant Level Concentrations)

PFAS requirement: Section 9.3.8 of U.S. EPA Method 537.1 states "If the method analyte(s) found in the Field Sample is present in the FRB at a concentration greater than 1/3 the MRL, then all samples collected with that FRB are invalid and must be recollected and reanalyzed."

Samples submitted without an accompanying FRB may not be acceptable for compliance purposes.

Wisconsin PFAs analysis: MDL = LOD; RL = LOQ. LOD and LOQ are adjusted for dilution.

All accreditations/certifications held by this laboratory are listed on page 3. Not all accreditations/certifications are applicable to this report.

For a specific list of accredited analytes, please feel free to contact the laboratory or visit <https://www.meritlabs.com/certifications>.

## Report Narrative

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There is no additional narrative for this analytical report

## Laboratory Accreditations (For Reference Only)

Authority	Accreditation ID
Michigan DEQ	#9956
DOD ELAP & ISO/IEC 17025:2017	#69699 PJLA Testing
WBENC	#2005110032
Ohio VAP	#CL0002
Indiana DOH	#C-MI-07
New York NELAC	#11814
North Carolina DENR	#680
North Carolina DOH	#26702
Pennsylvania DEP	#68-05884
Wisconsin DNR	FID# 399147320

## Qualifier Descriptions

Qualifier	Description
!	Result is outside of stated limit criteria
B	Compound also found in associated method blank
E	Concentration exceeds calibration range
F	Analysis run outside of holding time
G	Estimated result due to extraction run outside of holding time
H	Sample submitted and run outside of holding time
I	Matrix interference with internal standard
J	Estimated value less than reporting limit, but greater than MDL
L	Elevated reporting limit due to low sample amount
M	Result reported to MDL not RDL
O	Analysis performed by outside laboratory. See attached report.
R	Preliminary result
S	Surrogate recovery outside of control limits
T	No correction for total solids
X	Elevated reporting limit due to matrix interference
Y	Elevated reporting limit due to high target concentration
b	Value detected less than reporting limit, but greater than MDL
e	Reported value estimated due to interference
j	Analyte also found in associated method blank
o	Associated EIS outside of control limits
p	Benzo(b)Fluoranthene and Benzo(k)Fluoranthene integrated as one peak.
q	Qualifier ion ratio outside of control limits
x	Preserved from bulk sample

## Glossary of Abbreviations

Abbreviation	Description
RL/RDL	Reporting Limit
MDL	Method Detection Limit
MS	Matrix Spike
MSD	Matrix Spike Duplicate
SW	EPA SW 846 (Soil and Wastewater) Methods
E	EPA Methods
SM	Standard Methods
LN	Linear
BR	Branched

**Method Summary**

Method	Version
ASTM D7968-17M	ASTM Method D7968 - 17 Modified (Isotopic Dilution)
SM2540B	Standard Method 2540 B 2020
SW1311	SW 846 Method 1311 Revision 0 July 1992
SW3015A	SW 846 Method 3015A Revision 1 February 2007
SW3535A	SW 846 Method 3535A Revision 1 February 2007
SW3546	SW 846 Method 3546 Revision 0 February 2007
SW5030C/8260C	SW 846 Method 8260C Revision 3 August 2006 / 5030C Revision 3 May 2003
SW6020A	SW 846 Method 6020A Revision 1 February 2007
SW7471B	SW 846 Method 7471B Revision 2 February 2007
SW8082A	SW 846 Method 8082A Revision 1 February 2007
SW8270D	SW 846 Method 8270D Revision 4 February 2007

## Parameter Summary

Parameter	Synonym	Cas #
PFBA	Perfluorobutanoic Acid	375-22-4
PPeA	Perfluoropentanoic Acid	2706-90-3
4:2 FTSA	4:2 Fluorotelomer Sulfonic Acid	757124-72-4
PFHxA	Perfluorohexanoic Acid	307-24-4
PFBS	Perfluorobutane sulfonic Acid	375-73-5
PFHpA	Perfluoroheptanoic Acid	375-85-9
PPeS	Perfluoropentane Sulfonic Acid	2706-91-4
6:2 FTSA	6:2 Fluorotelomer Sulfonic Acid	27619-97-2
PFOA	Perfluorooctanoic Acid	335-67-1
PFHxS	Perfluorohexane Sulfonic Acid	355-46-4
PFHxS-LN	Perfluorohexane Sulfonic Acid - LN	355-46-4-LN
PFHxS-BR	Perfluorohexane Sulfonic Acid - BR	355-46-4-BR
PFNA	Perfluorononanoic Acid	375-95-1
8:2 FTSA	8:2 Fluorotelomer Sulfonic Acid	39108-34-4
PFHpS	Perfluoroheptane Sulfonic Acid	375-92-8
PFDA	Perfluorodecanoic Acid	335-76-2
N-MeFOSAA	N-methyl perfluorooctanesulfonamidoacetic acid	2355-31-9
EtFOSAA	N-Ethyl Perfluorooctane Sulfonamidoacetic Acid	2991-50-6
PFOS	Perfluorooctane Sulfonic Acid	1763-23-1
PFOS-LN	Perfluorooctane Sulfonic Acid - LN	1763-23-1-LN
PFOS-BR	Perfluorooctane Sulfonic Acid - BR	1763-23-1-BR
PFUnDA	Perfluoroundecanoic Acid	2058-94-8
PFNS	Perfluorononane Sulfonic Acid	68259-12-1
PFDoDA	Perfluorododecanoic Acid	307-55-1
PFDS	Perfluorodecane Sulfonic Acid	335-77-3
PFTrDA	Perfluorotridecanoic Acid	72629-94-8
FOSA	Perfluorooctane Sulfonamide	754-91-6
PFTeDA	Perfluorotetradecanoic Acid	376-06-7
11Cl-PF30UDs	11-chloroeicosfluoro-3-oxaundecane-1-sulfonic acid	763051-92-9
9Cl-PF3ONS	9-chlorohexadecafluoro-3-oxanone1-sulfonic acid	756426-58-1
ADONA	4,8-dioxa-3H-perfluorononanoic acid	919005-14-4
HFPO-DA	Hexafluoropropylene oxide dimer	13252-13-6
PFECHS	Perfluoro-4-ethylcyclohexanesulfonate	80988-54-1
PFBSA	Perfluorobutanesulfonamide	30334-69-1
PFHxSA	Perfluorohexanesulfonamide	41997-13-1



# Analytical Laboratory Report

## Sample Summary (1 samples)

Sample ID	Sample Tag	Matrix	Collected Date/Time
S80637.01	VAP2 Comp.	Soil	10/29/25 09:30



# Analytical Laboratory Report

Lab Sample ID: S80637.01

Sample Tag: VAP2 Comp.

Collected Date/Time: 10/29/2025 09:30

Matrix: Soil

COC Reference: 188703

## Sample Containers

#	Type	Preservative(s)	Refrigerated?	Arrival Temp. (C)	Thermometer #
1	4oz Glass	None	Yes	5.8	IR
1	32oz Glass	None	Yes	5.8	IR
1	40mL Glass	MeOH	Yes	5.8	IR
1	15mL Centrifuge Tube	None	Yes	5.8	IR

## Extraction / Prep.

Parameter	Result	Method	Run Date	Analyst	Flags
Initial wt. (g) / Final wt. (g) / Volume (ml)*	8.21/6.48/10	ASTM D7968-17M	11/04/25 11:00	CED	
TCLP Zero Headspace Ext.	Completed	SW1311	11/04/25 22:00	DMP	
Metal Digestion*	Completed	SW3015A	11/06/25 10:10	CCM	
TCLP/SPLP BNA Extraction*	Completed	SW3535A	11/06/25 09:15	JW	
Extraction, PCB*	Completed	SW3546	11/06/25 14:30	DJS	
Mercury Digestion	Completed	SW7471B	11/06/25 12:52	CTV	

## TCLP Extraction

Parameter	Result	Method	Run Date	Analyst	Flags
Initial Sample pH	7.64	SW1311	11/04/25 22:00 - 11/05/25	DMP	
pH after 3.5 ml HCl	1.71	SW1311	11/04/25 22:00 - 11/05/25	DMP	
% Solids	100	SW1311	11/04/25 22:00 - 11/05/25	DMP	
Sample Used g	100	SW1311	11/04/25 22:00 - 11/05/25	DMP	
Final Volume mL	2000	SW1311	11/04/25 22:00 - 11/05/25	DMP	
TCLP Extraction Fluid	1	SW1311	11/04/25 22:00 - 11/05/25	DMP	
Final Extract pH	4.97	SW1311	11/04/25 22:00 - 11/05/25	DMP	

## Inorganics

Method: SM2540B, Run Date: 10/30/25 19:34, Analyst: MAM

Parameter	Result	RL	MDL	Units	Dilution	CAS#	Flags	Limits
Total Solids*	96	1		%	1			

## Metals

Method: SW6020A, Run Date: 11/06/25 12:07, Analyst: CCM

Parameter	Result	RL	MDL	Units	Dilution	CAS#	Flags	Limits
Arsenic, TCLP	Not detected	0.02		mg/L	25	7440-38-2		5.0
Barium, TCLP	0.11	0.05		mg/L	25	7440-39-3		100.0
Cadmium, TCLP	Not detected	0.005		mg/L	25	7440-43-9		1.0
Chromium, TCLP	Not detected	0.05		mg/L	25	7440-47-3		5.0
Lead, TCLP	Not detected	0.03		mg/L	25	7439-92-1		5.0
Selenium, TCLP	Not detected	0.05		mg/L	25	7782-49-2		1.0
Silver, TCLP	Not detected	0.005		mg/L	25	7440-22-4		5.0

Method: SW7471B, Run Date: 11/06/25 17:56, Analyst: CTV

Parameter	Result	RL	MDL	Units	Dilution	CAS#	Flags	Limits
Mercury, TCLP	Not detected	0.0005		mg/L	2	7439-97-6		0.2

Lab Sample ID: S80637.01 (continued)

Sample Tag: VAP2 Comp.

## Organics - PCBs/Pesticides

PCB List, Method: SW8082A, Run Date: 11/11/25 14:20, Analyst: JANB

Parameter	Result	RL	MDL	Units	Dilution	CAS#	Flags	Limits
PCB-1016	Not detected	330		ug/kg	5	12674-11-2		
PCB-1242	Not detected	330		ug/kg	5	53469-21-9		
PCB-1221	Not detected	330		ug/kg	5	11104-28-2		
PCB-1232	Not detected	330		ug/kg	5	11141-16-5		
PCB-1248	Not detected	330		ug/kg	5	12672-29-6		
PCB-1254	Not detected	330		ug/kg	5	11097-69-1		
PCB-1260	Not detected	330		ug/kg	5	11096-82-5		

## Organics - Semi-Volatiles

TCLP Semi Volatiles, Method: SW8270D, Run Date: 11/06/25 17:49, Analyst: PL

Parameter	Result	RL	MDL	Units	Dilution	CAS#	Flags	Limits
2-Methylphenol (o-Cresol)	Not detected	1,000		ug/L	10	95-48-7		200,000
3-, 4-Methylphenol (p,m-Cresol)	Not detected	1,000		ug/L	10	15831-10-4		200,000
Pentachlorophenol	Not detected	1,000		ug/L	10	87-86-5		100,000
2,4,5-Trichlorophenol	Not detected	1,000		ug/L	10	95-95-4		400,000
2,4,6-Trichlorophenol	Not detected	1,000		ug/L	10	88-06-2		2,000
2,4-Dinitrotoluene	Not detected	90		ug/L	10	121-14-2		130
Hexachlorobenzene	Not detected	90		ug/L	10	118-74-1		130
Hexachlorobutadiene	Not detected	100		ug/L	10	87-68-3		500
Hexachloroethane	Not detected	100		ug/L	10	67-72-1		3,000
Nitrobenzene	Not detected	100		ug/L	10	98-95-3		2,000
Pyridine	Not detected	100		ug/L	10	110-86-1		5,000

## Organics

31 PFAs, Method: ASTM D7968-17M, Run Date: 11/04/25 19:00, Analyst: CED

Parameter	Result	RL	MDL	Units	Dilution	CAS#	Flags	Limits
PFBA*	Not detected	120		ng/kg	6.02	375-22-4		
PFPeA*	Not detected	60		ng/kg	6.02	2706-90-3		
4:2 FTSA*	Not detected	60		ng/kg	6.02	757124-72-4		
PFHxA*	Not detected	60		ng/kg	6.02	307-24-4		
PFBS*	Not detected	60		ng/kg	6.02	375-73-5		
PFHpA*	Not detected	60		ng/kg	6.02	375-85-9		
PFPeS*	Not detected	60		ng/kg	6.02	2706-91-4		
6:2 FTSA*	Not detected	60		ng/kg	6.02	27619-97-2		
PFOA*	610	60		ng/kg	6.02	335-67-1		
PFHxS*	240	60		ng/kg	6.02	355-46-4		
PFHxS-LN*	220	60		ng/kg	6.02	355-46-4-LN		
PFHxS-BR*	Not detected	60		ng/kg	6.02	355-46-4-BR		
PFNA*	2,200	60		ng/kg	6.02	375-95-1		
8:2 FTSA*	Not detected	60		ng/kg	6.02	39108-34-4		
PFHpS*	Not detected	60		ng/kg	6.02	375-92-8		
PFDA*	270	60		ng/kg	6.02	335-76-2		
N-MeFOSAA*	75	60		ng/kg	6.02	2355-31-9		
EtFOSAA*	Not detected	60		ng/kg	6.02	2991-50-6		
PFOS*	5,300	60		ng/kg	6.02	1763-23-1		
PFOS-LN*	4,000	60		ng/kg	6.02	1763-23-1-LN		
PFOS-BR*	1,200	60		ng/kg	6.02	1763-23-1-BR		
PFUnDA*	570	60		ng/kg	6.02	2058-94-8		
PFNS*	Not detected	60		ng/kg	6.02	68259-12-1		



# Analytical Laboratory Report

Lab Sample ID: S80637.01 (continued)

Sample Tag: VAP2 Comp.

## 31 PFAs, Method: ASTM D7968-17M, Run Date: 11/04/25 19:00, Analyst: CED (continued)

Parameter	Result	RL	MDL	Units	Dilution	CAS#	Flags	Limits
PFDoDA*	Not detected	60		ng/kg	6.02	307-55-1		
PFDS*	120	60		ng/kg	6.02	335-77-3		
PFTrDA*	140	60		ng/kg	6.02	72629-94-8		
FOSA*	100	60		ng/kg	6.02	754-91-6		
PFTeDA*	Not detected	60		ng/kg	6.02	376-06-7		
11CI-PF3OUdS*	Not detected	60		ng/kg	6.02	763051-92-9		
9CI-PF3ONS*	Not detected	60		ng/kg	6.02	756426-58-1		
ADONA*	Not detected	60		ng/kg	6.02	919005-14-4		
HFPO-DA*	Not detected	60		ng/kg	6.02	13252-13-6		
PFECHS*	Not detected	60		ng/kg	6.02	80988-54-1		
PFBSA*	Not detected	60		ng/kg	6.02	30334-69-1		
PFHxSA*	Not detected	60		ng/kg	6.02	41997-13-1		

## TCLP Volatiles, Method: SW5030C/8260C, Run Date: 11/06/25 19:01, Analyst: ACK

Parameter	Result	RL	MDL	Units	Dilution	CAS#	Flags	Limits
Benzene*	Not detected	100		ug/L	100	71-43-2		500
Carbon tetrachloride*	Not detected	100		ug/L	100	56-23-5		500
Chlorobenzene*	Not detected	100		ug/L	100	108-90-7		100,000
Chloroform*	Not detected	100		ug/L	100	67-66-3		6,000
1,4-Dichlorobenzene*	Not detected	100		ug/L	100	106-46-7		7,500
1,2-Dichloroethane*	Not detected	100		ug/L	100	107-06-2		500
1,1-Dichloroethene*	Not detected	100		ug/L	100	75-35-4		700
2-Butanone (MEK)*	Not detected	1,000		ug/L	100	78-93-3		200,000
Tetrachloroethene*	Not detected	100		ug/L	100	127-18-4		700
Trichloroethene*	Not detected	100		ug/L	100	79-01-6		500
Vinyl chloride*	Not detected	100		ug/L	100	75-01-4		200

# Merit Laboratories Login Checklist

Lab Set ID:S80637

Attention: Adam Segerlind  
Address: Gosling Czubak Engineering Sciences, Inc.  
1280 Business Park Drive  
Traverse City, MI 49686

Client:GOSLING (Gosling Czubak Engineering Sciences, Inc.)

Project: TVC - VAP 2 Area Soil

Submitted: 10/30/2025 10:05 Login User: MMC

Phone: 0:231-933-5135C23 FAX:  
Email: asegerlind@goslingczubak.com

Selection	Description	Note
<b>Sample Receiving</b>		
01. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Samples are received at 4C +/- 2C Thermometer #	IR 5.8
02. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Received on ice/ cooling process begun	
03. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Samples shipped	UPS
04. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Samples left in 24 hr. drop box	
05. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Are there custody seals/tape or is the drop box locked	
<b>Chain of Custody</b>		
06. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	COC adequately filled out	
07. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	COC signed and relinquished to the lab	
08. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Sample tag on bottles match COC	
09. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Subcontracting needed? Subcontacted to:	
<b>Preservation</b>		
10. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Do sample have correct chemical preservation	
11. <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Completed pH checks on preserved samples? (no VOAs)	
12. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Did any samples need to be preserved in the lab?	
<b>Bottle Conditions</b>		
13. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	All bottles intact	
14. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Appropriate analytical bottles are used	
15. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Merit bottles used	
16. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Sufficient sample volume received	
17. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Samples require laboratory filtration	
18. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Samples submitted within holding time	
19. <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Do water VOC, TOX, DO or Alkalinity bottles contain	

Corrective action for all exceptions is to call the client and to notify the project manager.

Client Review By: \_\_\_\_\_ Date: \_\_\_\_\_



2680 East Lansing Dr., East Lansing, MI 48823  
Phone (517) 332-0167 Fax (517) 332-4034  
[www.meritlabs.com](http://www.meritlabs.com)

C.O.C. PAGE #        OF

188703

**REPORT TO**

CONTACT NAME A. Segerlind  
COMPANY Gosling Crubank  
ADDRESS 1280 Business Park. Dr.  
CITY Traverse City STATE MI ZIP CODE 49686  
PHONE NO. 231-557-1234 CELL NO. 231-557-1234 P.O. NO. 231-557-1234

PROJECT NO./NAME TVC - VAP 2 Area Soi 1 SAMPLER(S), PLEASE PRINT/SIGN NAME  
Pan Thomas

TURNAROUND TIME REQUIRED  1 DAY  2 DAYS  3 DAYS  STANDARD  OTHER \_\_\_\_\_

DELIVERABLES REQUIRED  LEVEL II  LEVEL III  LEVEL IV  EDD  OTHER

MATRIX W=WATER GW=GROUNDWATER WW=WASTEWATER S=SOIL L=LIQUID SD=SOLID  
CODE: SL=SLUDGE DW=DRINKING WATER O=OIL WP=WIPE A=AIR WS=WASTE

MERIT LAB NO.	COLLECTION	SAMPLE TAG IDENTIFICATION-DESCRIPTION	MATRIX	
			OF	CONTAINERS

FOR LAB USE ONLY	DATE	TIME	IDENTIFICATION DESCRIPTION	MAP	#
				BOY	BOY
80637.01	10/12/25	930	VAP2 Comp.		6

STODY RECORD		INVOICE TO
CONTACT NAME	<i>same</i>	NAME
COMPANY		
ADDRESS		
CITY	STATE	ZIP CODE
PHONE NO.	E-MAIL ADDRESS	

**ANALYSIS (ATTACH LIST IF MORE SPACE IS REQUIRED)**

## Certifications

OHIO VAP     Drinking Water

PxD  NBD

## Project Information

#### Project Selection

www.ew.com

Author \_\_\_\_\_

RELINQUISHED BY: SIGNATURE/ORGANIZATION	<i>Paul G.</i>	Sampler	DATE <i>10/28/28</i>	TIME
RECEIVED BY: SIGNATURE/ORGANIZATION			DATE	TIME
RELINQUISHED BY: SIGNATURE/ORGANIZATION			DATE	TIME
RECEIVED BY: SIGNATURE/ORGANIZATION			DATE	TIME

RELINQUISHED BY: SIGNATURE/ORGANIZATION	UPS <i>M. Nichols</i>	DATE 10/30/25	TIME 1005
RECEIVED BY: SIGNATURE/ORGANIZATION		DATE 10/30/25	TIME 1005
SEAL NO.	SEAL INTACT YES <input type="checkbox"/> NO <input type="checkbox"/>	INITIALS	TEMP. ON ARRIVAL
		<input checked="" type="checkbox"/> ICE (SOLID)	<input type="checkbox"/> BLUE ICE
SEAL NO.	SEAL INTACT YES <input type="checkbox"/> NO <input type="checkbox"/>	INITIALS	
		<input type="checkbox"/> ICE (MELTED)	<input type="checkbox"/> NONE

PLEASE NOTE: SIGNING ACKNOWLEDGES ADHERENCE TO MERIT'S SAMPLE ACCEPTANCE POLICY ON REVERSE SIDE

## Appendix C

### Addenda