

**CONTRACT DOCUMENTS/SPECIFICATIONS FOR  
SALINA AIRPORT INDUSTRIAL CENTER  
PROJECT**

**Request for Proposal**

**Buildings 409 and 412  
Radon and Asbestos Containing Material Inspections**



**Salina, Kansas**

**February 2024**

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## SECTION 1

### NOTICE TO BIDDERS

#### SALINA AIRPORT AUTHORITY

#### SALINA REGIONAL AIRPORT

**Project Name:** Buildings 409 and 412  
Radon and Asbestos Containing Material Inspections

Sealed bids subject to the conditions and provisions presented herein will be received until 11 AM CST on March 1, 2024, for furnishing all labor, materials and equipment and performing all work necessary to complete Buildings 409 and 412 Radon and Asbestos Containing Material Inspections.

Specifications are on file and may be examined at the office of the **Executive Director, Salina Airport Authority, M.J. Kennedy Air Terminal Building No. 120, 3237 Arnold, Salina, KS 67401**. For questions concerning the Specifications or to schedule a walk-through of the property contact Maynard Cunningham with the Salina Airport Authority, 785-827-3914.

A complete set of bid documents may be obtained from the Salina Airport Authority, 3237 Arnold Avenue, Salina, KS 67401 for no fee. To receive a set of documents electronically visit the business opportunities link at [www.salinaairport.com](http://www.salinaairport.com) or email [maynardc@salair.org](mailto:maynardc@salair.org). To receive a paper copy, call the SAA Administrative Offices at 785-827-3914.

**Contract Work Items:** This project will involve the work items and estimated quantities as per the Proposal Form. Prospective bidders are hereby advised that certain quantities indicated are approximate and are subject to change.

#### **Contract Time**

The owner has established a contract performance time of no more than thirty (30) calendar days from the date of the Notice-to-Proceed for the Project. All project work shall be substantially completed within the stated timeframe. ~~This project is subject to liquidated damages as prescribed within the project manual in the Proposal Section.~~

#### **Award of Contract**

All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the **Salina Airport Authority** for a period not to exceed Sixty (60) days from the date of the bid opening for the purpose of conducting the bid evaluation.

Award of contract will be based on the lowest aggregate sum proposal submitted from those bidders that are confirmed as being responsive and responsible. The right is reserved, as the **Salina Airport Authority** may require, to reject any and all bids and to waive any informality in the bids received.

#### **Additional Provisions**

Modification to the project documents may only be made by written addendum by the Owner or Owner's authorized Representative.

The Proposal must be made on the forms provided within this ~~the bound~~ project manual, ~~and shall not be removed from the bound documents. Proposals submitted separate from the bound documents will be considered irregular and will be eligible for rejection.~~ Bidders must supply all required information prior to the time of the bid opening.

**Submittal of Proposals**

Additional information and instructions for submittal of a proposal are provided within the Instructions-to-Bidders.

## SECTION 2

### INSTRUCTIONS TO BIDDERS

#### **Owner and Owner's Representative**

The Owner as stated herein refers to the following agency Salina Airport Authority.

The Owner's authorized representative as stated herein refers to the Owner's Director of Facilities and Construction, Maynard Cunningham, herein referred to as Engineer with offices at 3237 Arnold Ave., Salina, KS 67401, Telephone 785-827-3914 (Office); 785-342-4324 (Cell)

#### **Bidder Representations**

By submittal of a proposal (bid), the BIDDER represents the following:

- The Bidder has read and thoroughly examined the project documents
- The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- The Bidder has fully informed themselves of the project site, the project site conditions and the surrounding area.
- The Bidder has correlated their observations with that of the project documents.
- The Bidder has found no errors, conflicts, ambiguities, or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- The Bidder is familiar with all applicable Federal, State, and local laws, rules and regulations pertaining to execution of the contract and the project work.
- The Bidder has complied with all requirements of these instructions and the associated bid documents.

#### **Bid Documents/Project Manual**

The bid documents are comprised of the following: Notice-to-Bidders, Instructions-to-Bidders, ~~General Provisions~~, Supplementary Provisions, Project Drawings, Proposal Form ~~with attachments~~, Form of Contract Agreement, any authorized addenda issued by the Owner and any document incorporated in whole or in part by reference therein.

All documents comprising the Bid Documents are complementary to one another and together establish the complete terms, conditions, and obligations of the successful Bidder.

Those individual elements of the Contract Documents that are bound together shall also be referred to as the Project Manual. No part of the project manual that is bound may be removed or detached.

Prospective Bidders may obtain a copy of the project manual and project drawings from the designated office identified within the Notice-to-Bidders.

#### **Modifications to Project Documents**

Modifications to the project documents may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations or comments made by the Owner or Owner's representative shall not be binding. Addenda will be transmitted to all known official plan holders.

Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

### **Errors and Discrepancies in Project Documents**

Should the Bidder find an error, discrepancy, ambiguity or omission in the project documents prior to submittal of a proposal, the Bidder is obligated to contact the Owner or Engineer with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity, or omission. Corrections or modifications to the project documents will only be made by written addendum as prescribed herein. By submittal of a Bid Proposal, the Bidder represents that they have thoroughly reviewed the project documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

### **Clarifications and Interpretations**

A Bidder requiring a clarification or interpretation of the project documents shall make a written request to the Owner or Engineer. The Owner or Engineer must receive the written request a minimum of five (5) calendar days prior to the date of the bid opening.

### **Interpretations of Estimated Proposal Quantities**

An estimate of quantities of work to be done and materials to be furnished under these specifications is stated within the project manual. This estimate is a result of careful calculations and is believed to be correct. The estimated quantities are given only as a basis for a comparison of proposals and the award of contract. The Owner does not expressly or impliedly agree that the actual quantities involved will correspond exactly with the estimated quantities. The Bidder shall not plead misunderstandings or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in the subsection titled "Alteration of Work and Quantities" of the general provisions without in any way invalidating the unit bid prices.

### **Examination of Plans, Specifications and Site Conditions**

As stated within the "Bidder Representations" and reaffirmed herein, the Bidder is expected to carefully examine the site of the proposed work, the proposal, drawings, specifications, terms and conditions of the proposed agreement and the form of agreement. The Bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

~~If applicable boring logs and other records of subsurface investigations and tests, as appropriate may be available for inspection by the Bidder. It is understood and agreed that such subsurface information, whether included in the project drawings, specifications or otherwise made available to the Bidder, was obtained and is intended for the owner's design and estimating purposes only. Such information has been made available for the convenience of all Bidders. It is further understood and agreed that the Bidder is solely responsible for all assumptions, deductions, or conclusions which he~~

~~or she may make from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.~~

### **Issuance of Proposal Forms**

The Owner reserves the right to refuse to issue a proposal form to a prospective Bidder should the Bidder be in default for any of the following reasons:

Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited or otherwise included, in the proposal as a requirement for bidding.

- a. Failure to pay, or satisfactory settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective Bidder.
- b. Contractor default under previous contracts with the owner
- c. Unsatisfactory work on previous contracts with the owner

### **Form of Proposal**

All bid proposals shall be made on the forms provided by the Owner within the bound Project Manual. No Bidder may submit more than one proposal. All proposals are to be written in ink and shall be clearly legible. All blank spaces in the proposal forms shall be legibly completed for each and every bid item. The Bidder shall not qualify any bid item. The Bidder shall initial any erasures and alterations made on the proposal form by the Bidder.

The Bidder shall state the price of their bid in U.S. dollars and cents in ~~both written and~~ numeral format. In the event of a discrepancy, the written value will take precedence.

### **Signature of Proposal**

The proposal shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with an ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

- For bids by corporations, an officer of the corporation shall sign the bid, the State of incorporation shall be identified, and the corporate seal affixed.
- For bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.
- For bids submitted by a partnership or joint venture, the proposal shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint-venture agreement shall be provided to the Owner as an attachment to the proposal.

### **Modification or Withdrawal of Bid Proposal**

Bidder may modify or withdraw their proposal at any point up to the specified time and date identified for receipt of proposals. Any request for bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of proposals will be returned unopened to the sender.

Any modification to a Bidder's proposal, subject to the time constraint noted herein, must be made on the proposal forms contained in the project manual. The Bidder's authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement "Modification to Proposal" shall be legibly marked in the upper left-hand corner. Withdrawal of a

proposal may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

#### **Bid Guaranty**

~~Each bid proposal shall be accompanied by a bid guaranty in the amount of five percent (5%) of the total amount of the bid. The bid guaranty may be by bid bond or certified check made payable to the Owner. The bid bond shall be from a responsible surety qualified to conduct business within the State of Kansas a certified check shall be issued from a responsible and solvent bank or trust company.~~

#### **Bidder Qualifications**

~~Each Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work. The Bidder shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to faithfully perform the project work. Evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a listing of plant and equipment immediately available for use on the project, and a listing of key personnel that are available for the project. The listing for plant and equipment shall identify the type, the capacity and the present condition of the item.~~

~~Evidence of financial responsibility shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year. A public accountant must certify such statements and reports. If the Bidder is presently pre-qualified with the State Highway agency, evidence of this pre-qualification may serve as evidence of financial responsibility in lieu of the certified financial statements and reports.~~

#### **Alternate Bids**

The Bidder shall complete all blanks provided on the proposal forms. When so permitted by the Owner, the Bidder shall legibly write the statement "No Bid" for those alternate bid options that the Bidder elects not to submit a proposal.

#### **Submission of Bid Proposal**

Proposals shall be sent to arrive at the specified time and date for receipt of bids. Proposals received after the specified time will not receive consideration and will be returned unopened. Proposals shall be enclosed in a sealed opaque envelope. Each proposal shall be addressed to the office location identified as follows:

**Executive Director  
Salina Airport Authority  
3237 Arnold  
Salina, Kansas 67401**

The upper left-hand corner of the envelope shall be marked as follows:

**SEALED BID PROPOSAL**  
Bid of   {Name of Contractor}    
for construction improvements at   Salina Regional Airport    
To be received by:   11:00 a.m., Friday, March 1, 2024



For a modification to a previously submitted proposal, insert “MODIFICATION TO PROPOSAL” in place of “SEALED BID PROPOSAL”.

### **Bid Opening**

All proposals submitted prior to the stated time and date for receipt of bids will be accepted by the Owner or the Owner’s representative. Proposals submitted after the stated time and date for receipt of bids will be automatically rejected without consideration..

### **Evaluation of Proposals**

Proposals may be held by the Owner for purposes of review and evaluation by the Owner for a period not to exceed sixty (60) calendar days from the stated date for receipt of bids. The Owner’s representative will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their proposal for the duration of this period of review and evaluation. The bid guaranty will be held by the Owner until this period of review has expired or a contract has been formally executed.

### **Bid Informalities and Irregularities**

The Owner reserves the right to waive any informality or irregularity discovered in any proposal, which in the owner’s judgment best serves the Owner’s interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

### **Irregular Proposals**

Proposals meeting the following criteria are subject to consideration as being irregular:

1. If the proposal is on a form other than that furnished by the Owner or Owner’s representative.
2. If the form furnished by the Owner or Owner’s representative is altered ~~or detached from the original document.~~
3. If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
4. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized pay items, for which the Bidder is not required to furnish a unit price.
5. If the proposal contains unit prices that are obviously unbalanced.
6. If the proposal is not accompanied by the bid guarantee specified herein.

### **Disqualification of Bid Proposals**

The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner.

Causes for rejection of proposals include but are not limited to:

- Submittal of an irregular proposal;
- Submittal of more than one proposal from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- ~~Failure by Bidder to furnish satisfactory bid guarantee;~~
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;

- ~~Failure by the Bidder to demonstrate good faith efforts in obtaining participation by certified DBE firms;~~
- Determination by the Owner that Bidder is not qualified to accomplish the project work;
- Determination by the Owner that the Bidder has placed conditions on or qualified their proposal;
- Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
- ~~Inclusion of the Bidder on the “Excluded Parties Listing System” as maintained and published by the General Services Administration;~~
- Evidence of collusion among Bidders.

### **Cancellation of Award**

At any time prior to execution of a contract agreement, the Owner reserves the right to cancel the award for any reason without liability to the Bidder, with the exception of the return of the bid guaranty, at any time prior to execution of the contract.

### **Notice of Award of Contract**

It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsible Bidder that submits the lowest responsive proposal. The successful Bidder will be informed their bid has been accepted through the Owner’s issuance of a Notice-of-Award. The Notice-of-Award shall not be construed as a binding agreement. The proper execution of a contract agreement shall serve as the binding agreement.

### **Return of Bid Guaranty**

~~The bid guaranty of the successful Bidder will be returned upon successful execution of the contract documents as specified herein. Failure by the successful Bidder to execute the contract documents within the specified time shall result in forfeiture of the bid guaranty. The bid guaranty of the second and third lowest responsible Bidders will be retained for a period pending the execution of the contract documents by the successful Bidder.~~

**~~Except as noted above, the bid guaranty of unsuccessful Bidders will be returned at the point their proposal is rejected.~~**

### **Contract Agreement**

The successful Bidder shall execute the contract agreement in accordance with the accepted bid proposal within ten (10) calendar days of the date of the Notice-of-Award. ~~Failure to execute the contract agreement within the specified time frame may result in the bid being awarded to the next low Bidder and shall result in the forfeiture of the Bidder’s bid guarantee as a liquidated damage.~~

### **Performance and Payment Bonds**

~~The successful Bidder shall furnish separate performance and payment bonds each in the amount of 100% of the contract price. The bonds shall be made payable to the Owner as security for faithful performance of the contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services in the performance of the project work. The form of the bond shall be that provided within the project manual. The current power of attorney for the person signing the bond as a representative of the surety shall be attached to the bonds.~~

~~The executed bonds shall be delivered to the Owner simultaneously with the delivery of the executed contract. The bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located and which is listed in the current issue of the U.S. Treasury Circular 570. If specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety's financial strength rating.~~

### **Certificates of Insurance**

The successful Bidder shall furnish to the Owner all required certificates of insurance as specified with the project manual.

### **Approval of the Contract**

Upon receipt of the Contract Agreement, Contract Bonds and Certificate of Insurance as executed by the successful Bidder, the Owner will complete execution of the contract conditioned upon the Owner's judgment that it remains in their best interest to enter into the Agreement.

Delivery of the fully executed Contract Agreement to the successful Bidder shall constitute the Owner's approval to be bound by the successful Bidder's proposal and all terms and conditions of the Contract Agreement.

Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to "Bidder" in the bid documents become equivalent to the term "Contractor".

### **State Sales Tax on Materials and Supplies Purchased for Use on This Project**

The Salina Airport Authority will issue a State sales tax exemption certificate to the successful Bidder and the successful Bidder will not be required to pay State sales tax on materials and supplies purchased for use on this project. The successful Bidder will be responsible for payment of all other taxes.

## SECTION 3

### SUPPLEMENTARY PROVISIONS

These Supplementary Conditions amend and/or supplement the General Provisions of the Contract and other provisions of the Contract Documents as indicated herein. All contract provisions that are not so amended or supplemented remain in full force and effect.

#### STATE PROVISIONS

##### ~~60-1111~~

##### ~~Chapter 60. PROCEDURE, CIVIL~~

##### ~~Article 11. LIENS FOR LABOR AND MATERIAL~~

~~— 60-1111. Public works bond. (a) Bond by contractor. Except as provided in this section, whenever any public official, under the laws of the state, enters into contract in any sum exceeding \$100,000 with any person or persons for the purpose of making any public improvements, or constructing any public building or making repairs on the same, such officer shall take, from the party contracted with, a bond to the state of Kansas with good and sufficient sureties in a sum not less than the sum total in the contract, conditioned that such contractor or the subcontractor of such contractor shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of such public building or in making such public improvements.~~

~~— A contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer. A public official entering into a contract which requires a contractor or subcontractor to obtain a payment bond or any other bond shall not require that such bond be obtained from a specific surety, agent, broker or producer.~~

~~— (b) Filing and limitations. The bond required under subsection (a) shall be filed with the clerk of the district court of the county in which such public improvement is to be made. When such bond is filed, no lien shall attach under this article. Any liens which have been filed prior to the filing of such bond shall be discharged. Any person to whom there is due any sum for labor or material furnished, as stated in subsection (a), or such person's assigns, may bring an action on such bond for the recovery of such indebtedness but no action shall be brought on such bond after six months from the completion of such public improvements or public buildings.~~

~~— (c) In any case of a contract for construction, repairs or improvements for the state or a state agency under K.S.A. 75-3739 or 75-3741, and amendments thereto, a certificate of deposit payable to the state may be accepted in accordance with and subject to K.S.A. 60-1112, and amendments thereto. When such certificate of deposit is so accepted, no lien shall attach under this article. Any liens which have been filed prior to the acceptance of such certificate of deposit shall be discharged. Any person to whom there is due any sum for labor furnished, materials, equipment or supplies used or consumed in connection with or for such contract for construction, repairs or improvements shall make a claim therefor with the director of purchases under K.S.A. 60-1112, and amendments thereto.~~

~~— History: L. 1963, ch. 303, § 60-1111; L. 1980, ch. 174, § 1; L. 1983, ch. 290, § 2; L. 1992, ch. 314, § 13; L. 1998, ch. 69, § 1; L. 2002, ch. 73, § 1; L. 2004, ch. 131, § 1; July 1.~~

## LOCAL PROVISIONS

**GENERAL DESCRIPTION.** These Supplementary Provisions with the accompanying Plans, Specifications and related documents as hereinafter listed cover the requirements of the Owner for construction of various improvements at the Salina Airport Industrial Center. The airport is located in Salina, Kansas. The work consists of:

### Buildings 409 and 412 Radon and Asbestos Containing Material Inspections

**CONTRACT SPECIFICATIONS.** The Specifications which are bound herewith and which shall govern the materials furnished and the work to be performed in construction of the work under the Contract based thereon, are identified and indexed in the Table of Contents at the beginning of this volume of the Contract Documents.

**COPIES OF PLANS AND SPECIFICATIONS.** The Contractor will be furnished without cost to him hard copies as needed and an electronic copy of all Specifications and all Plans, together with any and all addenda thereto. The Contractor shall keep one copy of all such Specifications and Plans constantly accessible on the job site.

**LIQUIDATED DAMAGES.** Should the Contractor fail to complete the work within the required number of calendar days, or within such extra time as may have been allowed by extension, the Owner will deduct from any monies due or coming due the Contractor, the amount indicated in the Proposal for each calendar day that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as fixed, agreed and liquidated damages due the Owner from the Contractor for reasons of inconvenience to the public, added cost of engineering, administration, supervision, inspection and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the Contract.

**DEFENSE OF SUITS.** In case any action at law or suit in equity is brought against the Owner or any officer or agent thereof, for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for the injury or damage caused by the negligence or alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material men, or suppliers of machinery and parts thereof, equipment, power tools, and supplies incurred in the fulfillment of this Contract, the Contractor shall indemnify and save harmless the Owner and officers and agents of the Owner, of and from all losses, damages, costs, expenses, judgments, or decrees what ever arising out of such action or suit that may be brought as aforesaid.

**INSURANCE.** The Contractor shall secure, and maintain throughout the duration of this Contract, insurance of such types and in such amounts as may be necessary to protect himself against all hazards or risks of loss as hereinafter designated and specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be approved by the Owner but, regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain such coverage shall not relieve him of any contractual responsibility or obligation.

- a. If a part of the Contract work is to be sublet, the Contractor shall:

(1) Cover any and all subcontractors in his insurance policies, or

(2) Require each subcontractor not so covered to secure insurance which will protect said subcontractor against all applicable hazards or risks of loss designated herein.

b. Satisfactory certificates of insurance shall be filed *by the Contractor and all Subcontractors* with the Owner prior to starting any construction work for or in connection with this Contract. Said certificates shall state that thirty (30) day's written notice will be given the Owner before any policy covered thereby is changed or canceled.

c. Workmen's Compensation and Employers' Liability Insurance. This insurance shall protect the Contractor against any and all claims brought under the Workmen's Compensation Law for the state or states involved in work performed under this Contract. It shall also protect the Contractor against claims for injury to, disease or death of workmen engaged in work under this Contract which, for any reason, may not fall within the provisions of the Workmen's Compensation Act.

Workmen's Compensation	..... Statutory
Employers' Liability	\$500,000 (each accident)
	\$500,000 (disease-policy limit)
	\$500,000 (disease-each employee)

This policy shall include a Waiver of Subrogation in favor of the Owner.

d. Comprehensive General Liability Insurance. This insurance, to be on the comprehensive form, shall protect the Contractor against any and all claims arising from injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor, his agents, employees or subcontractor, in connection with the operation or performance of the work for and in connection with this Contract. In addition, this general liability insurance policy shall specifically insure the contractual liability of the Contractor assumed under the foregoing Paragraph, "Defense of Suits".

The property damage liability coverage under this policy shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The City of Salina and the Salina Airport Authority will be named additional insureds with respect to the work being performed by the Contractor under this policy.

Liability limits for general liability insurance coverage under this policy shall be not less than the following:

General Aggregate	..... \$2,000,000
Products and Completed Operations Aggregates	..... \$2,000,000
Personal Injury and Advertising Injury	..... \$1,000,000
Each Occurance	..... \$1,000,000
Fire Damage (any one fire)	..... \$ 100,000
Medical Payments (any one person)	..... \$ 5,000

e. Comprehensive Automobile Liability Insurance. This insurance, to be on the comprehensive form, shall protect the Contractor against any and all claims for injuries to members of the public and damage to property of others arising from the use of automobiles and trucks in connection with the performance of work under this Contract, and shall cover the operation on or off the site of the work of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired by the Contractor. The policy shall include an "all states" endorsement.

Liability limits for automobile liability insurance coverage under this policy shall be not less than the following:

Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000 each person
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**GENERAL GUARANTY.** Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness. In the event repair work is required, the Contractor shall remedy any defects and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of the acceptance of the repair work.

**EXTENSION OF CONTRACT TIME.** The Contractor is requested to bring to the attention of the Engineer, by letter, during the progress of the work, the occurrence of events which the Contractor considers may warrant extensions of time under the conditions of the Contract. If the Contract is not completed within the time stipulated, the Contractor shall at the conclusion of the work, present to the Engineer a written statement presenting his view upon all matters of time extensions.

The amount of all extensions of time for whatever reason granted shall be determined by the Engineer with due consideration given to working seasons and working conditions. In general, only actual and not hypothetical days of delay will be considered. The owner shall have authority to grant additional extensions of time as they may deem advisable and justifiable.

Promptly after the award of the Contract, the Contractor shall submit for approval to the Engineer a written program of construction outlining the proposed operations and the order of completion of the various parts in sufficient detail to demonstrate to the Engineer the adequacy of the progress to complete the construction within the time provided. No payment shall be made to the Contractor on any estimate until such a program has been submitted and approved.

Should it become evident at any time during construction that construction operations will or may fall behind the schedule of this first program of construction, the Contractor shall upon request promptly submit revised written schedules setting out operations, methods and equipment, added amount of labor, or of working shifts, night work, etc., by which lost time shall be made up, and shall confer with the Engineer until an approved modification of the original program shall have been secured. No payments on any estimates shall be made to the Contractor after such request is made until a modified program has been provided by the Contractor and approved by the Engineer. Execution of the work

according to accepted program of construction, or approved modifications thereof, shall be an obligation of the Contract.

Should the Contractor fail to complete the work on the required calendar date as stipulated in the Proposal or within such extra time as may have been allowed by extension, the Engineer will deduct from any monies due or coming due the Contractor, the amount stipulated in the Proposal of said extension of same that the work shall remain uncompleted. This sum shall be considered and treated not as penalty but as fixed, agreed and liquidated damages due to the Owner from the Contractor by reason of interference with business, convenience to the public, added cost of engineering, administration, supervision and other items which have caused an expenditure of public funds resulting from his failure to complete the work within the time specified in the Contract.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

Neither by the act of taking over the work nor by the annulment of the Contract nor by requiring the Surety to complete the Contract shall the owner forfeit the right to recover liquidated damages from the Contractor or his Surety for failure to complete the Contract within the specified time.

**DUST CONTROL.** Adequate precaution should be taken to ensure that excessive dust does not become airborne during construction. No separate payment will be made for performing dust control or for the water used for this purpose, but the cost of these items shall be subsidiary to other items in the Contract.

**CONTRACTOR'S RESPONSIBILITY.** The Engineer's project representative shall not have responsibility for the construction site conditions, including safety, operations, equipment, or personnel other than employees of the Engineer. The Contractor is responsible to construct the project in conformance with the Plans and Specifications. The Contractor has the responsibility for safety, safety precautions and safety programs on the site. He has the responsibility and duty to provide a safe working environment for his employees or employees of others over whom he has supervision, direction and control as well as providing a safe environment for those who are required or are permitted to have access to the site including but not exclusive to engineer and owner personnel.



## Request for Proposal

The Salina Airport Authority (SAA) is soliciting bids for the Inspection, Identification, and Testing of Radon and for Asbestos-Containing Materials (ACM) at two multi-tenant buildings identified as buildings 409 and 412. The work is being performed to meet Federal Aviation Administration (FAA) Environmental and Occupational Safety and Health (EOSH) requirements for Prevention, Control and Abatement of Environmental Pollution at FAA Facilities. The radon and ACM inspections are limited to the portions of each building occupied by the FAA and to common areas. The inspections and report must be completed within 90 days of the notice to proceed.

### **Qualifications**

The successful Firm must provide written documentation that it has the necessary professional training, knowledge, experience, and required certifications in Radon Measurement and asbestos-containing material (ACM) inspection to provide the requested services. Preference will be for projects at airports and at FAA facilities.

For all work, the firm must provide with their submittal proof of Comprehensive general liability insurance coverage in the minimum amount of \$2,000,000 covering the risks related to the property and personal liability claims of other parties against the insured party.

### Radon

Qualifications of the Firm who will be performing the radon services are as follows:

1. Provide Certification from the Kansas Department of Health and Environment (KDHE), Division of Public Health, for residential radon measurement work. Qualifications to include valid certifications for (A) radon measurement technician and (B) radon mitigation technician.
2. The Firm shall provide a radon measurement technician and laboratory Quality Assurance Plan(s) meeting KDHE requirements.
3. The Firm shall provide credentials and documentation indicating it is currently listed by the National Radon Proficiency Program (NRPP) or National Radon Safety Board (NSRB).
4. Provide specifications for the radon measurement device(s) and of the proposed evaluation methods.
5. Provide a summary of at least three recently completed projects in Kansas including client contact information.

## Asbestos-Containing Materials (ACM)

Qualifications of the Firm who will be performing the ACM services are as follows:

1. Certification that the inspecting employee(s) has completed and maintained certification as an asbestos inspector as outlined in 40 CFR 763, Subpart E, Asbestos Containing Materials in Schools, Asbestos Hazard Emergency Response Act (AHERA).
2. Provide certification indicating the laboratory has successfully participated in the National Institute of Standards and Technology (NIST) National Voluntary Laboratory Accreditation Program (NVLAP) for airborne asbestos fiber analysis and bulk asbestos fiber analysis. Indicate the name and contact information for the NVLAP certified laboratory.
3. Provide of at least three recently completed projects in Kansas including client contact information.

## **Scope of Work**

Work sequencing will be coordinated with the SAA designated representative(s). SAA will provide available site plans and any historical documentation (e.g. architectural plans) as available.

## Radon

1. Coordinate site access with the SAA designated representative.
2. Inspection procedures shall limit damages to surfaces. Locations requiring access to the interior of walls or doors, beneath carpeting or tile, etc. will be at locations designed to minimize visibility and shall be coordinated in advance with the SAA designated representative. In the Firms bid, indicate “typical” methods to be employed for repair of surfaces.
3. Perform radon inspection throughout the FAA occupied portions of each building plus common areas. Radon testing shall be conducted according to the following standards:
  - A. Kansas Statute Annotated (KSA) 48-16a05 “Radon Measurement and Mitigation.”
  - B. The American National Standards Institute/ American Association of Radon Scientists and Technologists (ANSI/AARST) “protocol for conducting measurements of radon and radon decay products in homes.”
  - C. The ANSI/ARST “performance specifications for instrumentation systems designed to measure radon gas in air.”
  - D. The “protocol for conducting measurements of radon and radon decay products in multi-family buildings” per MAMF 2017 and revisions.
  - E. The “protocol for conducting measurements of radon and radon decay products in schools and large buildings,” MALB 2014 and revisions.

4. Generate a report that states the location, quantity, and description of radon gas findings. The report will include figures showing the radon test locations, a tabular summary of all radon test results, a copy of the radon quality control documentation, field forms documenting the radon inspection, and the testing employee accreditations.
5. Following submittal of the report, perform a video call with the SAA representatives to discuss the radon test results. Additionally, the Firm is to discuss the Kansas and OSHA regulatory requirements including preliminary observations for radon mitigation (if required). Included shall be a discussion of the regulatory requirement to report the radon test results to KDHE.

### ACM Inspection

1. Coordinate site access with the SAA designated representative.
2. Inspection procedures shall limit damages to surfaces. Locations requiring access to the interior of walls or doors, beneath carpeting or tile, etc. will be at locations designed to minimize visibility and shall be coordinated in advance with the SAA designated representative. In the Firm's bid, indicate "typical" methods to be employed for repair of surfaces.
3. Perform ACM inspection in general accordance with Guidance for Controlling Asbestos Containing Materials in Buildings, 40 Code of Federal Regulations (CFR) 763, 29 CFR 1910.1001, 29 CFR 1926.1101, 40 CFR 61, 29 CFR 1910.134, AHERA, and National Emission Standards for Hazardous Air Pollutants (NESHAP) regulations.
4. Perform ACM inspection throughout the FAA occupied portions of each building plus common areas including exterior areas (not including the roof). This will include sampling all suspect materials that are not known to contain asbestos.
5. Analyze up to 50 samples per building (100 total) using Polarized Light Microscopy (PLM) methods. Additional samples for PM analysis will be paid on a PLM unit cost basis as provided in the Measurement and Payment section below and as approved by SAA. Analysis shall be on a standard laboratory turnaround time.
6. Generate a report that states the location, quantity, and description of all identified ACM and presumed ACM (PACM). The information in this inspection will satisfy the requirements of the OSHA Asbestos Standard (29 CFR 1910.1001) which states that all building owners must determine the presence, location, and quantity of ACM and/or PACM.
7. The report will include figures showing the functional space and homogeneous areas, a tabular summary of all ACM samples and analytical results, a copy of the laboratory analytical report, and inspecting employee accreditations. Included will be a summary of the condition of each ACM homogeneous area.
8. Following submittal of the report, perform a video call with the SAA representatives to discuss the inspection results. Additionally, the Firm is to discuss OSHA requirements including preliminary observations for labelling, recommendations for abatement, required ACM control measures, potential air monitoring and frequency, and employee training.

## Selection Process

Evaluation of qualifications will be completed by SAA. Respondent must be qualified, responsive, and responsible. Selection of a Respondent is at the sole discretion of SAA. The following will be SAA's primary consideration in the selection process:

1. Compliance with requirements of this RFP
2. An assessment of the Firm's ability to deliver the indicated services in accordance with the specifications set out in the RFP
3. Experience performing radon testing and ACM inspection.
4. Ability to start providing services within the SAA time frame.
5. Ability to demonstrate an understanding of the State of Kansas and OSHA radon and ACM inspection regulations.
6. Proof of Comprehensive general liability insurance coverage in the minimum amount of \$2,000,000 covering the risks related to the property and personal liability claims of other parties against the insured party.
7. Proof of current licenses with the State of Kansas.
8. Competitive fee.

## Measurement and Payment

All costs associated with the services (travel, time, labor, supplies etc.) must be rolled into and reflected in the Firm's fee. Based on the requirements of this document, provide prices below:

### Radon:

Radon Inspection and Report for Building 409: \$ \_\_\_\_\_  
Radon Inspection and Report for Building 412: \$ \_\_\_\_\_

### ACM Inspection:

ACM Inspection and Report for Building 409: \$ \_\_\_\_\_  
ACM Inspection and Report for Building 412: \$ \_\_\_\_\_  
Cost per PLM Analysis: \$ \_\_\_\_\_

**CONTRACT AGREEMENT  
SALINA AIRPORT AUTHORITY**

THIS AGREEMENT, made as of \_\_\_\_\_ is  
*{Insert Effective Date Of Agreement}*

**BY AND BETWEEN**

the OWNER: **Salina Airport Authority  
3237 Arnold  
Salina, KS 67401**

And the CONTRACTOR:

**WITNESSETH:**

WHEREAS it is the intent of the Owner to make improvements at the **Salina Airport Industrial Center** generally described as follows:

**Buildings 409 and 412 Radon and Asbestos Containing Material Inspections**

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

**Article 1 - Work**

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

**Article 2 – Contract Documents**

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, ~~General Provisions~~, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, ~~Performance Bond, Payment Bond, Wage Rate Determination~~, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders

issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

**Article 3 – Contract Price**

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\_\_\_\_\_ (\$ \_\_\_\_\_)  
*(Amount in Written Words)* *(Amount in Numerals)*

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR’S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR’S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER’S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

**Article 4 – Payment**

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of “Extra Work” authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

**Article 5 – Contract Time**

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER’S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within \_\_\_\_\_ ( ) **calendar days or less** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

#### **Article 6 – Liquidated Damages**

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **Five Hundred Dollars \$500** per calendar day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

#### **Article 7 – CONTRACTOR’S Representations**

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

#### **Article 8 – CONTRACTOR’S Certifications**

~~The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;~~

- ~~a. Certification of Eligibility (29 CFR Part 5.5)
  - ~~i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1);~~
  - ~~ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);~~
  - ~~iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.~~~~
- ~~b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)~~

~~The federally assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it~~

~~will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the \_\_\_\_\_ contract.~~

~~As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.~~

#### **Article 9 – Miscellaneous**

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### **Article 10 – OWNER’S Representative**

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

**Maynard Cunningham  
Director of Facilities and Construction  
Salina Airport Authority  
3237 Arnold Ave.  
Salina, KS 6401  
785-827-3914**

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.



IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed two (2) copies of this Agreement on the day and year first noted herein.

**OWNER**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title of Representative*

ATTEST

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

**CONTRACTOR**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title of Representative*

ATTEST

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*