

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

Comprising City of Zeeland, Park Township and City of Holland



West Michigan Airport Authority

Meeting Agenda

August 10, 2026 – 4:00 p.m.

60 Geurink Blvd. Holland, MI 49423

[Microsoft Team's Link](#)

Authority Members

City of Holland

Charles Murray
Devin Shea*
Nathan Bocks*

City of Zeeland

Heather Roden
Sally Gruppen*
Mark Eardley

Park Township

Ken Brandsen
Joan Zeerip*
Cynthia Martinez

Ex-officio

Whitney Ehresman
(Allegan)
Jacob Bonnema
(Ottawa)

*Denotes
Municipal Elected
Participant

1. Call to Order
2. Roll Call
3. Approval of Agenda (3 Minutes)
4. Public Comment
*Public comment is limited to **3 minutes** per speaker on an agenda item. The Public Comment period is established for public individuals to voice opinions to the Board. The Chair holds discretion on any interaction by the Board, otherwise Airport Authority Board Members or Airport Staff do not respond during this period.*
5. Approval of July 13th, 2026, Meeting Minutes (3 Minutes)
6. Consent Agenda
 - A. FBO Report
7. Unfinished Business
 - A. Approval of Vector Solution Agreement (15 Minutes)
8. New Business
 - A. Financial Reports (5 Minutes)
 - B. PAPI Design Project Sponsor Contract execution (5 Minutes)
 - C. MDOT Sponsor Contract Approval and Bid Execution:
 - i. Authorize the execution of the MDOT contract (5 Minutes)
 - ii. Award Snow Removal Equipment Bid (10 Minutes)
 - iii. Runway Markings Bid (10 Minutes)
 - D. Aviation Day Update, August 15th (10 Minutes)
9. Communications from Airport Authority Manager
10. Updates from Board Members
11. Unfinished Business Cont:
 - A. Closed Session - Manager Review continued (30 Minutes)
12. Adjourn:

Next Meeting will be held September 14th, 2026, at 4:00 PM.

West Michigan Airport Authority

July 13th, 2026

Draft Meeting Minutes

Call To Order: Chair Murray called the meeting to order at 4:00 pm Local Time.

Roll Call: The following members were present: Charles Murray, Heather Roden, Sally Gruppen, Mark Eardley, Ken Brandsen, Cynthia Martinez, Joan Zeerip, Ex-Officio Whitney Ehresman (Online). Members Absent: Devin Shea, Nathan Bocks and Ex-officio Jacob Bonnema.

Also, present; Manager Matt Neyens, Treasurer Lynn McCammon, Rachel Hillegonds (Airport Counsel).

Approval of Agenda: Member Zeerip moved to approve the agenda, supported by Member Brandsen. The motion passed unanimously with a voice vote. No one opposed, no one abstained.

Public Comment: Chair Murray asked for public comment. Logan Dykgraaf of the City of Holland was recognized. Logan suggested the board consider changing the order of the agenda; move the closed session #8E item to #11 & move adjournment to a new #12 item. Member Roden Later recognized Logans Comment and made a motion to approve the adjustment to the agenda, supported by Martinez. Vote passed unanimously by voice vote, no one opposed, no one abstained.

Approval of April Minutes: Member Zeerip moved to approve the June 8th, 2026 Board Meeting Minutes with the noted spelling mistakes corrected, seconded by Member Brandsen. The motion passed unanimously with a voice vote. No one opposed, Member Roden abstained.

Consent Agenda:

- A. FBO Report. Member Gruppen made a motion to approve the Consent Agenda with AvFlight correcting the dates of their report. Seconded by Member Zeerip. The motion passed unanimously with a voice vote. No one opposed, no one abstained.

Unfinished Business:

- A. Marketing & public Relations Committee; Manager Neyens and Member Roden went over the coming events that the airport will be participating in and solicited involvement from other board members.

- B. Building & Development/Water Detention Solutions; The Committee met on July 1st, to discuss development around the North Taxilane. Both entities that have signed leases are interested in working together as well as the airport to come up with the best solution for water detention requirements. Due to this the Building and Development Committee recommended that the board extend Circling Approach Due Diligence to October 7th, aligning with TKP's to allow for them to continue to work together on this issue.

New Business

- A. Financial Reports: Lynn McCammon (Treasurer) discussed and presented the monthly financial reports. June was the end of the fiscal year. We will be holding the FY26 year open for a couple of months yet to gather any outstanding invoices that will fall into FY26. The audit will be coming later this year. No questions were raised. Member Zeerip made a motion to modify the Agenda, changing Financial reports from no-action requested to Action Request. Supported by Gruppen, passed unanimously with a voice vote, no one abstained. Brandsen motioned to accept the financial report, as presented, supported by Roden, motion passed unanimously with a voice vote, no one abstained.
- B. PAPI Design Project Update: (Precision Approach Path Indicator) There were 4 separate FAA Sponsor Certification forms that had to be completed and signed by the Airport Authority Chair as part of the application process for the FY 2027 PAPI Design grant. They are standard FAA grant certifications required before MDOT/FAA can proceed with issuing the grant. Signing these does not approve the project, authorize expenditures, execute a grant agreement or commit the Airport Authority to accept or spend grant funds. They simply certify that the Airport Authority will comply with applicable federal requirements if the grant is awarded and accepted.
- C. Circling Approach second Lease Amendment: Manager Neyens, explained the major portion of the second lease amendment for circling approach, which are correcting the leased are footprint, removing payment up front for a guarantee and extending the Due diligence for water detention requirements. Member Brandsen motioned to approve the second amendment and authorize the chair to sign the amendment, seconded by Zeerip. Role Call was had; Roden-Y, Gruppen-Y, Eardley-Y, Brandsen-Y, Zeerip-Y, Martinez-Y, Murray-Y. The motion passed unanimously with a roll call vote. No one opposed, no one abstained.

D. Landing Fee policy affirmation & Vector Solution Integration: Manager Neyens presented the landing fee change and policy affirmation from the prior board meeting as well as requesting approval to move ahead with Vector solutions to collect landing fees going forward. Manager Neyens requested motion was broken down into three separate one. First motion was made by member Zeerip updated landing fee policy and landing fee schedule as presented, supported by Gruppen. Motion carried unanimously by voice vote, no one abstained. Second motion was made by Martinez to authorize the manager to move forward with Vector for centralized landing fee and management, without entering into an agreement, seconded by Roden. Motion carried unanimously by voice vote, no one abstained.

Communication from Airport Authority Manager: Manager Neyens explained how the airfield was in much better condition now that virtually everything had now been mowed by the either Avflight or the City of Holland.

Updates from the Board Members: Member Roden brought up the idea of taking the board on a tour of our airport. Roden also indicated that she would also like to visit another airport with the same approach so she could see what other airports do differently, Members of the board were receptive to both ideas.

Recess: at 1731 Chair Murray called for a recess. The board reconvened back at 1743.

Closed Session for Manager Review: Member Zeerip moved that the board go into a closed session under section 8.A under the open meetings act due to manager Neyens requesting a closed meeting. Role Call vote was had; Member Roden, Yes, Member Gruppen, Yes, Member Eardley, Yes, Member Martinez, Yes, Member Brandsen, Yes, Member Zeerip, Yes, Chair Murray, Yes.

Open session resumes at 1853: Member Zeerip made a motion to from a compensation committee, to include member Brandsen, Gruppen & Roden. Seconded by Member Martinez. Role Call vote was had; Member Roden, Yes, Member Gruppen, Yes, Member Eardley, Yes, Member Martinez, Yes, Member Brandsen, Yes, Member Zeerip, Yes, Chair Murray, Yes.

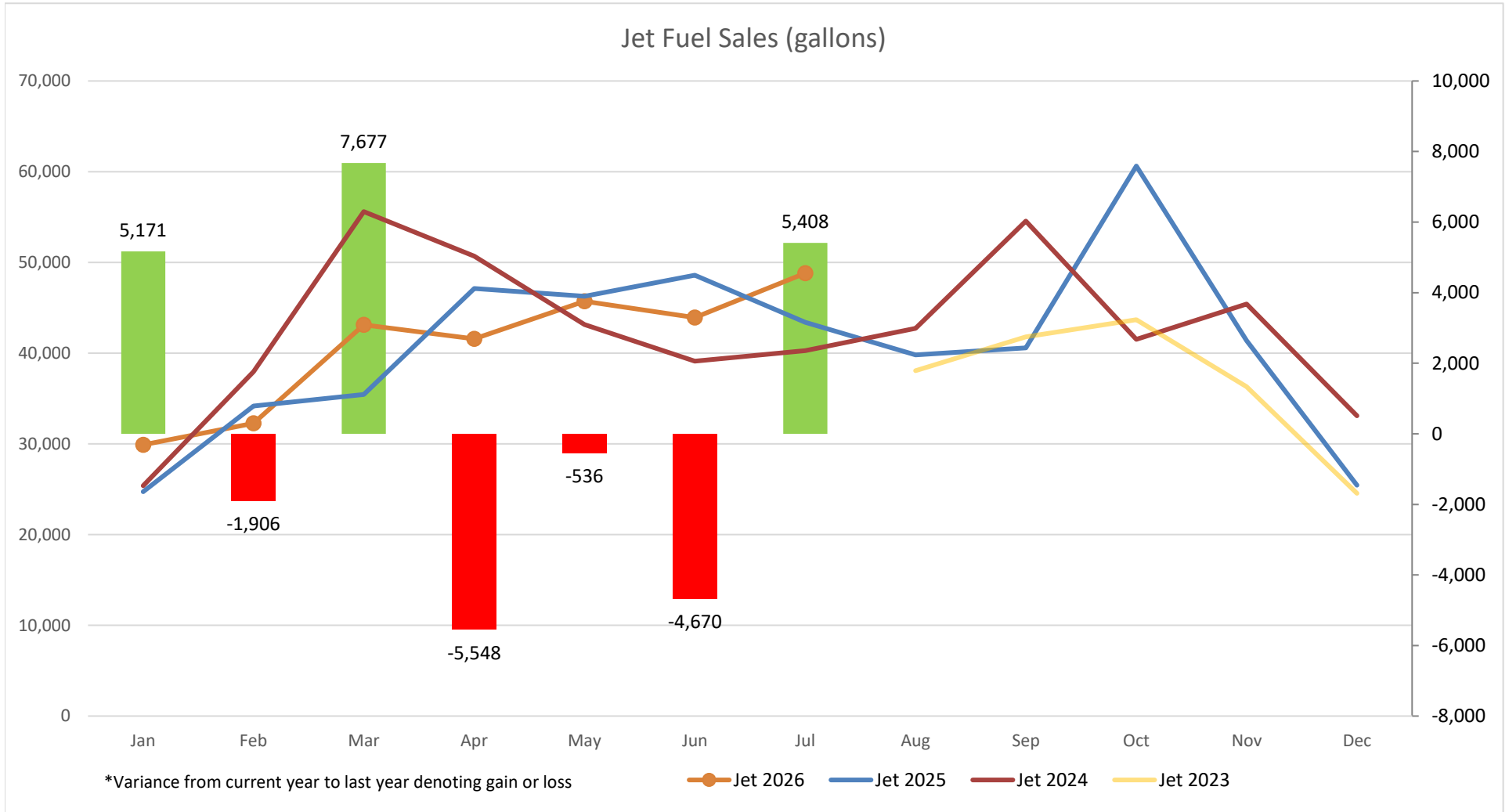
Adjourn: Member Roden made a motion to adjourn, seconded by Member Martinez The motion passed unanimously with a voice vote. No one opposed, no one abstained. It was approximately 1858 local time.

WMAA MONTHLY FBO REPORT

West Michigan Regional Airport FBO Report
Avflight Holland
July 2026

Total Fuel Gallons Delivered		Current Month 07/26	One Year Ago 07/25	Current Year To Date 01/01/26-07/31/26	F/Y to Date Compared 01/01/25-07/31/25	
Avgas		4,875	4,005	15,729	20,858	
Jet Fuel		48,813	43,405	285,331	279,735	
Total Gallons Delivered		53,688	47,410	301,060	300,593	468
Landing Fees Collected		\$5,245	(85% to airport)=		\$4,458.25	

WMAA MONTHLY FBO REPORT



AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

VECTOR AIRPORT SYSTEMS, LLC &

WEST MICHIGAN AIRPORT AUTHORITY

Agreement Name: *PLANEPASS®* Automated Aircraft Fee Billing & Collections Solution

This agreement ("AGREEMENT"), dated as of _____, _____ ("EXECUTION DATE"), is by and between the West Michigan Airport Authority, (hereinafter "CLIENT"), and Vector Airport Systems, LLC (hereinafter "CONTRACTOR").

RECITALS

- I. WHEREAS, CONTRACTOR represents that it is a duly qualified provider of various products and services including PLANEPASS® aircraft operating fee billing & collection services, and
- II. WHEREAS, in the judgment of the CLIENT, it is necessary and desirable to employ the services of CONTRACTOR for the performance of aircraft operating fee billing & collection services.
- III. NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Term of Agreement:

1.1. The term of this AGREEMENT shall commence as of the COMMENCEMENT DATE set forth below and shall continue thereafter for a period of (3) three years (the "INITIAL TERM"). Upon expiration of the INITIAL TERM, the AGREEMENT shall continue and renew for two successive one (1) year terms (each a "SUCCESSIVE TERM", and together with the INITIAL TERM, the "TERM"), without further act or instrument, unless either party provides notice per Section 2.3. All terms, conditions, and fees of this AGREEMENT continue unchanged during the SUCCESSIVE TERM(S).

1.2. The COMMENCEMENT DATE is _____.

2. Termination

2.1. Termination for Convenience: Neither party may terminate this AGREEMENT for convenience without the consent of the other party for a period of one (1) year following the COMMENCEMENT DATE. After one (1) year from the COMMENCEMENT DATE has elapsed, either party may terminate this AGREEMENT for convenience by providing written notice to the contacts listed in Section 6 no less than sixty (60) calendar days prior to the requested termination date.

2.2. Termination for Cause: Except for termination rights under 2.1, above, and notwithstanding any other provision of this AGREEMENT --

Should CONTRACTOR fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this AGREEMENT, CLIENT must:

- First, notify CONTRACTOR of violation of obligations and give CONTRACTOR 30 calendar days to cure this violation.
- Second, if CONTRACTOR fails to cure the violation within 30 calendar days of receiving notification from CLIENT, CLIENT may immediately terminate this AGREEMENT by giving CONTRACTOR written notice of such termination, stating the reason for termination.

Should CLIENT fail to perform its obligations under this AGREEMENT, including failing to pay CONTRACTOR in accordance with this AGREEMENT, or otherwise violates any of the terms of this AGREEMENT, CONTRACTOR must:

- First, notify CLIENT of violation of obligations and give CLIENT 30 calendar days to cure this violation.
- Second, if CLIENT fails to cure the violation within 30 calendar days of receiving notification from CONTRACTOR, CONTRACTOR may immediately terminate this AGREEMENT by giving CLIENT written notice of such termination, stating the reason for termination.

2.3. Termination for AGREEMENT Expiration: If either party wishes to terminate this AGREEMENT upon the expiration of the INITIAL TERM or any SUCCESSIVE TERM, that party shall notify the other party in writing of intent to terminate this AGREEMENT. Notice must be given 60 days prior to the relevant anniversary of the COMMENCEMENT DATE.

2.4. Delivery of Work Product and Final Payment Upon Termination: In the event of termination, CONTRACTOR, within 30 days following the date of termination, shall deliver to CLIENT:

- For PLANEPASS®: All standard reports pertaining to unpaid balances and to any amounts paid into CONTRACTOR and unpaid yet to CLIENT, and pay to CLIENT any amounts paid into CONTRACTOR and unpaid yet to CLIENT.

2.5. Payment Upon Termination: Upon termination of this AGREEMENT by CLIENT, CONTRACTOR shall be entitled to payment for all contracted services performed and unpaid prior to the effective date of termination. Payment of all undisputed amounts shall be made by CLIENT within 30 days of a written invoice from CONTRACTOR.

3. Scope of Work

3.1. CONTRACTOR's Specified Work: CONTRACTOR shall perform the services and provide the products described in EXHIBIT A, attached hereto and incorporated herein by this reference (hereinafter "SCOPE OF WORK"), and within the times or by the dates provided for in EXHIBIT A.

3.2. Modification of Services: Any product or service contracted herein may be modified from time to time at CONTRACTOR's sole discretion; provided, however, that any such modification shall not (a) have a material adverse effect on CONTRACTOR's provision of the products and services or CLIENT's use and enjoyment of the CONTRACTOR's products and services or (b) result in any additional fees payable by CLIENT under the AGREEMENT during the applicable TERM during which such modifications are implemented.

3.3. Cooperation with CLIENT: CONTRACTOR shall cooperate with CLIENT and CLIENT staff in the CONTRACTOR'S performance of the SCOPE OF WORK hereunder.

3.4. Cooperation by CLIENT: CLIENT shall cooperate with CONTRACTOR and CONTRACTOR's staff in CONTRACTOR'S performance of the SCOPE OF WORK hereunder.

3.5. Performance Standard: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession. CLIENT has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this AGREEMENT. CONTRACTOR hereby agrees to provide all services under this AGREEMENT in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws.

4. Compensable Products and Services: CONTRACTOR shall be compensated for all goods sold and services performed pursuant to this AGREEMENT and as defined in EXHIBIT A.

5. **Insurance:** With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain insurance with the minimum policy limits as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

Type of Coverage	Policy Limits
Worker's Compensation	\$1,000,000
Commercial General Liability	\$1M per occurrence, \$2M aggregate
Business Auto Liability	\$1,000,000
Professional Liability	\$2,000,000

CONTRACTOR shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days. The City of Holland and West Michigan Airport Authority shall be named as additional insureds of all applicable insurance policies (except workers' compensation and professional liability). CONTRACTOR shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against the City of Holland and West Michigan Airport Authority.

6. **Notice:** All notices, demands, requests or approvals to be given under this AGREEMENT, shall be given in writing and conclusively shall be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

- 6.1. All notices, demands, requests or approvals from CONTRACTOR to CLIENT shall be addressed to:

West Michigan Airport Authority
ATTN: Airport Manager
60 Geurink Blvd.

Holland, Michigan 49423

- 6.2. All notices, demands, requests or approvals from CLIENT to CONTRACTOR shall be addressed to:

Peter Coleton, CEO
Vector Airport Systems
280 Sunset Park Drive
Herndon, VA 20170

7. **Independent Parties:** The parties to this AGREEMENT will act in their independent capacities and not as agents, employees, or partners of one another. CLIENT, its officers, and employees shall have no control or direction over CONTRACTOR or any of CONTRACTOR's agents, employees, or subcontractors, except as otherwise provided herein.
8. **Integrated Contract:** This AGREEMENT represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modifications of this AGREEMENT will be effective only by written execution signed by both CLIENT and CONTRACTOR and approved as to form by CLIENT's Attorney.
9. **Authority of Executor:** The person executing AGREEMENT on behalf of CLIENT certifies and represents that he/she has authority and power to bind CLIENT to the obligations set forth herein and to sign on its behalf.

- 10. Waiver:** A waiver by either party to this AGREEMENT of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein.
- 11. Successors in Interest:** All terms and conditions of this AGREEMENT shall be binding upon and inure to the benefit of any successors in interest to the parties hereto. This clause shall not be deemed as a waiver of any prohibitions or conditions against assignment.
- 12. Indemnification:** CONTRACTOR to CLIENT: The CONTRACTOR shall indemnify and hold harmless the CLIENT, its officers, employees, agents and contractors from all claims, demands, suits, liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this AGREEMENT.
- CLIENT to CONTRACTOR: To the extent allowed by the Laws of the state of Michigan and the limits of its applicable liability insurance, the CLIENT hereby agrees to indemnify, defend, save, and hold harmless the CONTRACTOR from all claims, demands, liabilities, and suits caused by intentional or negligent acts or omissions of the CLIENT, its agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the CONTRACTOR for its own negligence. These terms shall not be construed to waive any statutory rights provided to the CLIENT.
- 13. No Personal Liability:** No member, director, or officer or employee of either party shall be personally liable for the performance of either party's obligations under this AGREEMENT or on account of any breach thereof or because of its execution or attempted execution.
- 14. Limitation of Liability:** CONTRACTOR's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the CONTRACTOR's work or this AGREEMENT from any cause or causes, including but not limited to CONTRACTOR's errors, omissions, negligence, strict liability, and breach of contract, shall not exceed two million dollars (\$2,000,000.00) or the total amount paid to CONTRACTOR by CLIENT under this AGREEMENT within the previous twelve (12) months, whichever is lesser.
- 15. Work for Hire:** CONTRACTOR retains ownership and all intellectual property, trademark and patent rights associated with any and all processes or materials, tangible or intangible, used in the provision of services under this AGREEMENT. Such materials include but are not limited to: concepts, ideas, techniques, data, databases, software, customer lists, materials, and specifications. Notwithstanding the foregoing, intellectual property, trademark and patent rights shall expressly exclude all CLIENT data and customer information. CLIENT retains sole and exclusive ownership of all right, title, and interest in and to any data, customer lists, or information provided to the CONTRACTOR in connection with this AGREEMENT.
- 16. Severability:** If any provision of this AGREEMENT, or the application thereof, to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid and unenforceable, shall not be affected thereby, and each term and provision of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law unless one or both parties would be substantially and materially prejudiced.
- 17. Governing Law and Venue:** This AGREEMENT shall be governed by, and construed in accordance with, the laws of the state of Michigan. The District and Circuit courts of Ottawa County, Michigan or Federal District Court for the Western District of Michigan shall have exclusive jurisdiction to hear any claim between the CONTRACTOR and the CLIENT in connection with the AGREEMENT. Prior to filing any claim or action related to this AGREEMENT, the parties may, but shall not be obligated to, submit such claim or action to non-binding mediation before a mediator

mutually agreeable to the parties. The parties shall share equally in the costs of mediation.

18. Force Majeure: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this AGREEMENT, then performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an “UNAVOIDABLE DELAY”). This Section shall not be applicable to the CONTRACTOR’s obligations to procure insurance or to pay any Payments or any other sums, moneys, costs, charges or expenses required to be paid by the CONTRACTOR hereunder. If any provision of this AGREEMENT negates or limits the period of any force majeure extension, such provision shall override this Section. The CONTRACTOR shall not be entitled to an extension for any UNAVOIDABLE DELAY unless the CONTRACTOR has given the CLIENT notice of the delay within a reasonable time following the occurrence of the delaying event.

19. Nondiscrimination: Without limiting any other provision hereunder, CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the CLIENT’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this AGREEMENT are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the EXECUTION DATE.

[signature page to follow]

VECTOR: Vector Airport Systems, LLC

By: _____

Title: _____

Name: _____

Date: _____

CLIENT: West Michigan Airport Authority

By: _____

Title: _____

Name: _____

Date: _____

EXHIBIT A – SCOPE OF WORK

1. CONTRACTOR shall:

- 1.1. Provide *PLANEPASS*® billing & collection service as defined in this EXHIBIT A, to the airports and for the fee types designated by the CLIENT.
- 1.2. Provide project management for each of the *PLANEPASS*® service components listed below, through and including procurement, training and service execution.
 - 1.2.1. Utilize *PLANEPASS*® service and billing engine to identify billable aircraft operations as defined by the CLIENT, and track exempt aircraft, billable weights, and operations types (e.g., arrivals and departures).
 - 1.2.2. Provide exemptions for CLIENT-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight (if applicable), will be removed from the billable aircraft activities to be invoiced.
 - 1.2.3. Coordinate with CLIENT staff to ensure that invoices generated on behalf of the CLIENT are consistent with the CLIENT's existing billing rates and policies.
 - 1.2.4. Provide secure online payment portal where aircraft operators can login to their account(s) to check billing status, review invoices, and submit payments online.
 - 1.2.5. Provide aircraft operators the option to receive electronic invoices. All other invoices will be printed and mailed to aircraft operators by CONTRACTOR.
 - 1.2.6. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
 - 1.2.7. Provide collection system that automatically credits accounts for certain payments received, calculates account balances, and tracks accounts receivable balances.
 - 1.2.8. Process payments through a secure bank lockbox service with proper and auditable cash controls.
 - 1.2.9. At the close of the month, provide a Collection Report and electronically transfer the "balance of collections" to CLIENT.
 - 1.2.9.1. The "balance of collections" is defined as total net collections on behalf of CLIENT in a monthly collection cycle less the *PLANEPASS*® Billing & Collection Service fee, stated below.
 - 1.2.9.2. The transfer of the "balance of collections" and CONTRACTOR's fee will occur monthly by the 10th business day.
 - 1.2.10. Provide ongoing client and user support.
 - 1.2.11. As of Execution Date, the contracted solution does not require CLIENT to purchase equipment. CONTRACTOR may have a transponder receiver installed at the CLIENT's location at CONTRACTOR's discretion. If future changes in scope require equipment purchase, the purchase and payment terms will be governed by an amendment to this AGREEMENT, or a separate agreement or purchase order.
- 1.3. **Service Wind-Down Period:** Should the AGREEMENT be terminated for any reason, the following Service Wind-Down Period and provisions shall apply:
 - 1.3.1. CONTRACTOR will remit to CLIENT all aircraft operating fees collected through the effective of termination, less CONTRACTOR's Billing and Collection Fees specified herein.

1.3.2. CONTRACTOR will produce aircraft operating fee invoices for any time period through the termination date as-yet not invoiced. The period shall ideally be a full calendar month per the normal process. This final invoice period will be the last period of aircraft operating fee invoices generated by CONTRACTOR. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct billing issues discovered through the customer service process.

1.3.3. CONTRACTOR will continue customer service, payment processing, active collections, reporting, and remittance for four calendar month periods (the “SERVICE WIND-DOWN PERIOD”) after the AGREEMENT termination effective date. The Service Wind-Down Period maximizes collections for previously invoiced periods. CONTRACTOR’s ongoing fee for PLANEPASS® Billing & Collection service stated herein will apply to amounts collected during the Service Wind-Down Period.

1.3.4. After the Service Wind-Down Period has ended, CONTRACTOR will discontinue all customer service and collection efforts and will refer all customer service calls to the CLIENT. As some aircraft operators may not comply with CONTRACTOR’s instructions to pay CLIENT directly after SERVICE WIND-DOWN PERIOD has ended, CONTRACTOR will continue to passively allow payments to be made to its bank lockbox account and will continue to report and remit these payments to the CLIENT on a monthly basis. CONTRACTOR’s service fee shall not apply to amounts collected after the SERVICE WIND-DOWN PERIOD.

2. CONTRACTOR’s Compensation:

2.1. PLANEPASS® Billing and Collection Service: CONTRACTOR’s ongoing service fee for managing the billing and collection process is a percentage of all amounts collected under terms of this AGREEMENT, as specified in the table below.

Airport	Fee Type	<u>CONTRACTOR’S Fee as a % of amounts collected</u>
West Michigan Regional Airport (KBIV)	Federal Aviation Regulations (“FAR”) Part 91 & 135 Landing Fees	18.0%

2.1.1. CONTRACTOR’S service fee is retained by CONTRACTOR from collection proceeds on behalf of CLIENT and paid to CONTRACTOR at the time of transfer of the “balance of collections” to CLIENT.

2.1.2. To modify the fee types billed under this AGREEMENT, CLIENT must complete and submit a Change Order, provided in EXHIBIT D, to CONTRACTOR. This request must be made by an authorized representative of the CLIENT.

2.1.2.1. CONTRACTOR must agree that other fees implemented do not materially change the SCOPE OF WORK required to provide PLANEPASS® service. Any proposed adjustments detailed in a Change Order are not considered accepted or effective until an authorized representative of the CONTRACTOR has signed and executed the Change Order.

2.1.2.2. Any fee adjustments that represent a material changes to SCOPE OF WORK may require renegotiation and an amendment to the CONTRACTOR’S fee as outlined above in this EXHIBIT A of this AGREEMENT.

3. CLIENT shall:

3.1. CLIENT Obligations – General: CLIENT shall be obligated to use its best efforts to perform or provide the following:

3.1.1. Point of Contact: CLIENT shall designate a representative authorized to act on behalf of CLIENT for the duration of this AGREEMENT.

3.1.2. Provide Information: CLIENT shall make available to CONTRACTOR any documents, data, or information necessary for CONTRACTOR to plan and provide the services described in this AGREEMENT, and that are within CLIENT’s possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, and based aircraft lists.

CONTRACTOR relies on information provided by CLIENT, including but not limited to information pertaining to official airport policy, in performing its services under this AGREEMENT. CLIENT is responsible for maintaining a clear and verifiable chain of custody for all such information provided to CONTRACTOR. CONTRACTOR shall bear no liability for any performance errors or omissions resulting from inaccurate, incomplete, unlawful, unauthorized or noncompliant information provided by CLIENT, nor from CLIENT’s failure to comply with the notification requirements stated herein.

3.1.3. Timely Response: CLIENT shall examine documentation, correspondence, invoices, and statements submitted to CLIENT for review and respond as necessary within a reasonable time.

3.2. CLIENT Obligations – *PLANEPASS*®

3.2.1. Exemption List: CLIENT will provide CONTRACTOR with a list of aircraft designated as exempt (the “EXEMPTION LIST”) from the fee types managed by CONTRACTOR. CLIENT will provide updates to the EXEMPTION LIST monthly via email to datainput@vector-us.com. CLIENT shall not bill “exempt” aircraft included on the exemption list for fee types managed by CONTRACTOR. “Exempt” is understood to mean not billed by any party.

3.2.2. Payments Received by CLIENT: CLIENT shall not accept payments for fees for aircraft operations eligible to be invoiced by CONTRACTOR or fees previously invoiced by CONTRACTOR. To ensure proper accounting, if CLIENT receives a payment on-site or electronically for an aircraft operation eligible to be invoiced by CONTRACTOR or an invoice generated by CONTRACTOR, CLIENT will inform CONTRACTOR via email to billing@vector-us.com. CLIENT will either refund payment directly to the payor, remit the funds to CONTRACTOR, or retain the funds with the implied understanding that the payment will be listed on the relevant monthly Collection Report and is subject to CONTRACTOR’s service fee.

3.2.3. Fee Types Managed by CONTRACTOR: The specific aircraft operating fee types placed under CONTRACTOR’s management via this AGREEMENT served as an inducement for CONTRACTOR to enter into this AGREEMENT and were integral in determining CONTRACTOR’s fee for professional services. If during the INITIAL TERM or SUCCESSIVE TERM the CLIENT wishes to remove a fee type from CONTRACTOR’s management, CLIENT shall request CONTRACTOR provide an opinion as to whether the removal materially alters the SCOPE OF WORK of this AGREEMENT. If in the judgement of CONTRACTOR, the requested change does constitute a material alteration in SCOPE OF WORK, the parties shall engage in good-faith negotiations regarding an amendment to CONTRACTOR’s service fee. If the parties are unable to produce a mutually acceptable amendment, CONTRACTOR reserves the right to terminate this AGREEMENT for convenience by providing 90 days’ notice.

3.2.4. Airport Policy: CLIENT shall be responsible for setting CLIENT policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve CONTRACTOR’s SCOPE OF WORK in the performance of this AGREEMENT. CONTRACTOR accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing

policies instituted by the CLIENT. The CLIENT is responsible for communicating these policies to the appropriate CLIENT stakeholders including the flying community.

3.2.5. Fee Changes: CLIENT shall notify CONTRACTOR in writing of all aircraft operating fee changes, including but not limited to rates and billing rules, via email to clientservices@vector-us.com at least forty-five (45) calendar days prior to implementation. If CLIENT fails to provide timely and accurate notification CONTRACTOR shall have no obligation to implement such changes retroactively or upon a future date less than forty-five (45) days from notification and shall not be liable for any consequences, financial or otherwise, resulting from the continued application of preexisting fee rate or structures.

3.2.6. Public Disclosure of Fee Information: CLIENT shall maintain a publicly accessible listing of aircraft operating fees on its website. This listing shall include a current list of fees and rates or provide a direct link to a document containing the current fees and rates. CONTRACTOR shall not be liable for any consequences, financial or otherwise, resulting from CLIENT's failure to post accurate and/or current fee information on its website as required herein.

3.2.7. Authorization to Bill & Authorization to Collect Documentation: CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Bill" letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

CLIENT shall provide to CONTRACTOR within thirty (30) calendar days of AGREEMENT execution an "Authorization to Collect" letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the CLIENT and signed by an authorized representative of the CLIENT.

3.2.7.1. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide the "Authorization to Bill" letter on the webpage where fee information is displayed for public view. CLIENT may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

3.2.7.2. No later than thirty (30) days following the COMMENCEMENT DATE, CLIENT will provide a link to CONTRACTOR's secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector's PLANEPASS service provides an Operator Portal for convenient online payments and account management at <https://operator.planepass.com>. The portal allows aircraft operators to:

- 1) Make credit card, ACH, and eCheck payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9
- 4) Enroll in electronic invoicing
- 5) View account history

3.2.8. Additional Documentation: CLIENT shall execute and deliver any other agreements, amendments, change orders, letters or other applicable documentation that CONTRACTOR deems necessary in order for CONTRACTOR to provide the products and services requested by CLIENT from time to time.

EXHIBIT B – Authorization to Bill Letter

DATE

Dear {AIRPORT NAME} Community,

Effective DATE, Vector Airport Systems (“Vector”) assumed the billing and collection of landing fees on behalf of {AIRPORT NAME} ({AIRPORT CODE}). {If applicable: For all operations occurring until midnight on DATE, {AIRPORT NAME} will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

“Landing fees” is a commonly used term that refers to aircraft operating fees. Landing fees for {AIRPORT CODE} are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport’s established Landing Fee schedule located at: _____. [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft’s FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft’s registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planePASS.com>.

- **Vector’s self-service web portal* allows aircraft operators to:**
 - 1) Update contact information, including email or postal mail addresses
 - 2) Process credit card payments
 - 3) Enroll in electronic invoicing
 - 4) View account history
 - 5) Request copies of invoices via email or download Excel-formatted invoices

**The portal login is based on Vector invoice number and Vector operator ID*

For billing questions or concerns, please contact Vector’s PLANEPASS® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

The Airport’s Administration Office staff may also be reached [insert email].

Sincerely,


JOHN MARK
CEO

[insert signature - preferably a cursive version of your wet signature]

EXHIBIT C – Authorization to Collect Letter

DATE

Dear {AIRPORT NAME} Aircraft Operator,

Since DATE, Vector Airport Systems (“Vector”) has managed the billing and collection of landing fees on behalf of {AIRPORT NAME} ({AIRPORT CODE}). Vector is authorized to collect balances due on the Airport’s behalf.

{AIRPORT NAME} ({AIRPORT CODE}) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. How To Pay: Vector offers multiple payment methods:

For check or EFT payments, please use the following information:

Account Name:	PLANEPASS® - US Airports
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code:	

- For credit card payments, please visit Vector’s PLANEPASS® Payment Portal: <https://payment.planepass.com>

II. Billing Concerns & Account Management with Activity Details:

Vector’s PLANEPASS® Payment Portal (<https://payment.planepass.com>)* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

*The portal login is based on your Vector invoice number and Vector operator ID.

III. **Landing fees:** Landing fees for Airport {AIRPORT CODE} are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport’s Administration Office staff at [insert email] and [phone number]. You may contact Vector’s PLANEPASS® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

Sincerely,


JOHN MARK
CEO

[insert personalized signature – this should be your unique personalized signature like this one:]

EXHIBIT D – CHANGE ORDER

REQUESTED BY (CLIENT):

Client Name: _____

Address: _____

Requestor Name: _____

Requestor Phone: _____

Requestor Email: _____

Change Order No. _____

Date of Request: _____

CONTRACTOR:

Contractor Name: Vector Airport Systems, LLC.

Address: 280 Sunset Park Dr

Herndon, VA 20170

Contractor Phone: (703) 817-7777

Contractor Email: officemanager@vector-us.com

Description of Change	Reason For Change	Requested Effective Date

APPROVED BY:

THIS CHANGE ORDER IS NOT CONSIDERED ACCEPTED OR EFFECTIVE UNTIL EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH THE REQUESTOR AND CONTRACTOR BELOW.

Change Orders must be submitted to officemanager@vector-us.com at least forty-five (45) calendar days prior to requested effective date.

AUTHORIZED REQUESTOR NAME

AUTHORIZED CONTRACTOR NAME

AUTHORIZED REQUESTOR SIGNATURE

AUTHORIZED CONTRACTOR SIGNATURE

DATE OF ACCEPTANCE

DATE OF ACCEPTANCE

West Michigan Airport Authority

Meeting Date: August 10, 2026

Agenda Item:

Subject: Financial Reports for 07/31/2026-Unaudited

Prepared By: Devon Bialik, City Finance

Recommendation: Accept Financial Reports as information

The West Michigan Airport Authority started a new fiscal year (FY 2027) on July 1, 2026. Attached are Budget Performance Reports and the Balance Sheets for one month ended July 31, 2026 (8.34% of the year).

GENERAL FUND

Revenues

Operating revenues for the first month totaled \$81,749.09, or 9.97% of budget. July operating revenues include monthly franchise fees, quarterly hangar rentals invoiced, and quarterly/semi-annual hangar land leases billed out. The flight school franchise fee is recorded in a separate account and invoices through July 2026 have been paid.

Expenses

Operating expenses for the first month totaled \$61,967.73, or 7.74% of budget. July operating expenses are composed of regular monthly expenses.

CAPITAL FUND

Revenues/Expenses

Capital revenues and expenses include funding for the portion of the project that is local only. The funding information for the remaining part of the project will be obtained from MDOT at fiscal year-end and the related transactions will be recorded then.

BALANCE SHEET/COMBINED FUND EQUITY

The West Michigan Airport Authority began FY 2027 with a combined fund balance of \$2,583,426.

General Fund Assets totaled \$1,482,714.52 at July 31st, comprised mostly of cash. General Fund Liabilities totaled \$63,473.64 at July 31st, and represents unearned revenue (prepaid lease). The ending General Fund balance at July 31st is \$1,419,240.88. The combined General and Capital funds cash balance at July 31st is \$2,587,055.

Once the final audit for FY 2026 has been completed (December), the calculation for an estimated transfer from the General Fund to the Capital Fund will be presented.

AGED ACCOUNTS RECEIVABLES – T-Hangar Lease Fees of \$900 from Art Grimes and 4 One Air that were due July 1st are over 30 days past due.



West Michigan Airport Authority Budget Performance Report

Balance As of 07/31/2026

	26-27 Amended Budget	YTD Balance 07/31/2026	Available Balance 07/31/2026	% Bdgt Used	End Balance 06/30/2026
Fund: 110 WMAA (AIRPORT) GENERAL FUND					
Account Category: Revenues					
000.000					
110-000.000-569.200	STATE GRANT - SBTE	0.00	0.00	0.00	(868.78)
110-000.000-573.000	SMALL TAXPAYER PPT LOSS REIMBURSEMEN	18,900.00	0.00	0.00	(39,129.99)
110-000.000-581.100	CONTRIB FROM OTHER GOVTS-CITY OF HOL	154,000.00	9,463.56	6.15	(148,974.16)
110-000.000-581.110	CONTRIB FROM OTHER GOVTSCITY OF ZEEL	90,000.00	2,641.73	2.94	(95,445.65)
110-000.000-581.210	CONTRIB FROM OTHER GOVTS-PARK TOWNSH	149,000.00	9.34	0.01	(151,193.04)
110-000.000-615.810	FRANCHISE FEES-FBO FRANCHISE	29,300.00	2,555.38	8.72	(28,535.65)
110-000.000-615.815	FRANCHISE FEES-FLIGHT SCHOOL	9,800.00	850.63	8.68	(9,511.62)
110-000.000-615.820	FRANCHISE FEES-FUEL FLOWAGE FEE	63,000.00	0.00	0.00	(68,119.34)
110-000.000-615.830	FRANCHISE FEES-LANDING FEES	27,000.00	0.00	0.00	(31,649.75)
110-000.000-642.035	SALES-MERCHANDISE TAXABLE	0.00	0.00	0.00	(725.00)
110-000.000-665.000	INVESTMENT INCOME	30,000.00	0.00	0.00	(36,528.80)
110-000.000-665.905	RENTAL-AGRICULTURAL LAND LEASE	13,800.00	0.00	0.00	(26,475.51)
110-000.000-665.910	RENTAL-HANGAR LAND LEASE	145,500.00	43,690.81	30.03	(140,896.87)
110-000.000-665.915	RENTAL-T-HANGARS	79,700.00	21,640.00	27.15	(58,080.00)
110-000.000-665.920	RENTAL-AIRPORT BUSINESS CENTER	10,300.00	897.64	8.71	(10,023.90)
Total 000.000		820,300.00	81,749.09	9.97	(846,158.06)
Revenues		820,300.00	81,749.09	9.97	(846,158.06)
Account Category: Expenditures					
595.100					
110-595.100-701.000	PAYROLL-REGULAR	89,300.00	5,867.40	6.57	83,979.81
110-595.100-702.000	PAYROLL-TEMPORARY HELP	26,000.00	1,443.59	5.55	12,882.88
110-595.100-710.000	PAYROLL-VACATION/PTO GENERAL	5,700.00	248.93	4.37	5,173.97
110-595.100-710.500	PTO-PART-TIME ESTA	0.00	61.80	(61.80)	60.00
110-595.100-712.000	PAYROLL-HOLIDAYS	3,800.00	284.49	7.49	3,584.19
110-595.100-720.005	INSURANCE HEALTH	0.00	0.00	0.00	217.97
110-595.100-720.006	INSURANCE-HEALTH OPT OUT	3,000.00	200.01	6.67	3,019.81
110-595.100-720.010	INSURANCE DENTAL	0.00	0.00	0.00	17.58
110-595.100-720.030	INSURANCE-INCOME PROTECT (STD)	600.00	0.00	0.00	0.00
110-595.100-720.031	INSURANCE-LONG TERM DISABILITY	200.00	45.03	22.52	213.04
110-595.100-720.040	COBRA ADMIN FEES	0.00	0.00	0.00	5.40
110-595.100-721.005	RETIREMENT CONTRIBUTION MERS DC	8,100.00	(341.38)	(4.21)	5,996.65
110-595.100-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	9,800.00	620.11	6.33	8,315.62
110-595.100-723.500	WORKERS COMP INSURANCE	300.00	0.79	0.26	6.83
110-595.100-730.000	POSTAGE	500.00	0.00	0.00	46.80
110-595.100-740.000	OPERATING SUPPLIES GENERAL	2,500.00	0.00	0.00	168.29
110-595.100-741.000	OPERATING SUPPLIES-CONTROLLED CAPITA	0.00	0.00	0.00	1,125.16
110-595.100-801.000	CONTRACTUAL-LEGAL	30,000.00	2,692.00	8.97	37,692.00
110-595.100-802.005	CONTRACTUAL-AUDIT SERVICES	9,000.00	0.00	0.00	8,700.00
110-595.100-802.200	CONTRACTUAL-FISCAL AGENT SERVICES	34,000.00	2,868.09	8.44	33,198.00
110-595.100-803.000	CONTR-HUMAN RESOURCES	1,500.00	0.00	0.00	0.00
110-595.100-806.000	CONTRACTUAL-TECHNOLOGY	5,000.00	0.00	0.00	4,999.00
110-595.100-807.000	CONTRACTUAL-ARCHITECT/ENGINEER	10,000.00	0.00	0.00	3,051.64
110-595.100-808.000	CONTR-BLDGS&GRNDS	14,000.00	270.00	1.93	15,117.42
110-595.100-808.002	CONTR-BLDGS&GRNDS SOLID WASTE DISPOS	800.00	57.65	7.21	478.28
110-595.100-808.801	CONTR-BLDGS&GRNDS MAINTENANCE GENERA	7,000.00	3,820.00	54.57	1,535.70
110-595.100-808.802	CONTR-BLDGS&GRNDS SNOWPLOWING	6,000.00	0.00	0.00	0.00
110-595.100-808.803	CONTR-BLDGS&GRNDS MOWING	0.00	0.00	0.00	2,244.69



West Michigan Airport Authority Budget Performance Report

Balance As of 07/31/2026

	26-27 Amended Budget	YTD Balance 07/31/2026	Available Balance 07/31/2026	% Bdgt Used	End Balance 06/30/2026
Fund: 110 WMAA (AIRPORT) GENERAL FUND					
Account Category: Expenditures					
595.100					
110-595.100-808.999	CONTR-BLDGS&GRNDS	0.00	0.00	0.00	39.99
110-595.100-809.001	CONTRACTUAL-MISC CONSULTING	0.00	0.00	0.00	8,589.00
110-595.100-812.100	CONTR-FBO MGMT SVCS	15,000.00	0.00	0.00	243.87
110-595.100-812.110	CONTR-FBO MOWING	70,000.00	0.00	0.00	32,130.66
110-595.100-812.115	CONTR-FBO SNOWPLOWING	100,000.00	0.00	0.00	55,650.36
110-595.100-812.120	CONTR-FBO GEN MAINTENANCE	19,000.00	0.00	0.00	5,321.53
110-595.100-812.125	FBO-DIESEL FUEL	10,000.00	0.00	0.00	1,300.14
110-595.100-816.000	CONTRACTUAL-SOFTWARE SUBSCRIPTIONS	3,500.00	0.00	0.00	3,497.71
110-595.100-851.000	COMMUNICATIONS CELLULAR REIMBURSEMEN	700.00	0.00	0.00	0.00
110-595.100-901.000	PRINTING	3,000.00	0.00	0.00	48.38
110-595.100-902.000	PRINTING PUBLISHING-NEWS MEDIA	0.00	0.00	0.00	86.30
110-595.100-903.000	PRINTING ADVERTISING/PROMOTIONAL	15,000.00	276.10	1.84	4,300.93
110-595.100-903.005	CONTR-ADVERTISING/MARKETING	50,000.00	274.49	0.55	38,219.20
110-595.100-920.805	PUBLIC UTILITIES-FENCE GATES	600.00	42.58	7.10	486.91
110-595.100-920.810	PUBLIC UTILITIES-LANDING LIGHTS/SYST	4,600.00	260.79	5.67	3,598.09
110-595.100-920.815	PUBLIC UTILITIES-PARKING LOT LIGHTS	700.00	51.73	7.39	564.76
110-595.100-920.820	PUBLIC UTILITIES-RUNWAY LIGHTS	6,000.00	367.56	6.13	4,727.00
110-595.100-920.825	PUBLIC UTILITIES-T HANGARS	6,000.00	318.09	5.30	5,212.69
110-595.100-931.000	BLDG & GRNDS MAINT GENERAL	0.00	0.00	0.00	957.00
110-595.100-931.810	BLDG & GRNDS MAINT SIGNAGE	0.00	0.00	0.00	16.94
110-595.100-933.000	EQUIPMENT MAINTENANCE-GENERAL	4,000.00	0.00	0.00	5,800.25
110-595.100-933.015	EQUIPMENT MAINTENANCE-ILS LANDING	40,000.00	0.00	0.00	29,055.38
110-595.100-939.000	VEHICLE MAINTENANCE GENERAL	8,000.00	0.00	0.00	0.00
110-595.100-940.000	BUILDING RENTAL/LEASE	1,000.00	1,000.00	100.00	1,000.00
110-595.100-943.000	EQUIPMENT RENTAL/LEASE GENERAL	10,000.00	0.00	0.00	0.00
110-595.100-955.000	MISC. GENERAL	3,000.00	0.00	0.00	895.66
110-595.100-960.000	EDUCATION, TRAINING, CONF REGISTRATI	3,000.00	300.00	10.00	2,075.00
110-595.100-961.000	TRAVEL, MEALS, MILEAGE	3,000.00	0.00	0.00	2,615.12
110-595.100-962.000	INSURANCE PREMIUMS	42,500.00	37,306.00	87.78	38,089.00
110-595.100-964.001	REFUNDS-PRIOR YEAR PROPERTY TAX	100.00	0.00	0.00	72.01
110-595.100-965.000	DUES & SUBSCRIPTIONS	4,500.00	0.00	0.00	286.38
Total 595.100		690,300.00	58,335.85	8.45	476,710.99
595.200					
110-595.200-808.001	CONTR-BLDGS&GRNDS JANITORIAL	12,500.00	765.00	6.12	10,974.97
110-595.200-850.000	COMMUNICATIONS TELEPHONE	7,000.00	620.00	8.86	6,820.00
110-595.200-901.000	PRINTING	1,700.00	222.82	13.11	185.73
110-595.200-920.005	PUBLIC UTILITIES-HBPW	20,000.00	1,540.49	7.70	17,127.21
110-595.200-921.010	PUBLIC UTILITIES-NATURAL GAS	5,700.00	97.97	1.72	5,280.28
110-595.200-931.000	BLDG & GRNDS MAINT GENERAL	8,000.00	122.61	1.53	7,496.11
110-595.200-933.000	EQUIPMENT MAINTENANCE-GENERAL	17,000.00	0.00	0.00	4,180.50
110-595.200-946.000	OFFICE EQUIP RENTAL/LEASE	3,100.00	262.99	8.48	3,116.88
Total 595.200		75,000.00	3,631.88	4.84	55,181.68
965.000					
110-965.000-995.410	TRANSFER TO WMAA CAPITAL FUND	35,100.00	0.00	0.00	0.00
Total 965.000		35,100.00	0.00	0.00	0.00
Expenditures		800,400.00	61,967.73	7.74	531,892.67



West Michigan Airport Authority Budget Performance Report

Balance As of 07/31/2026

	26-27 Amended Budget	YTD Balance 07/31/2026	Available Balance 07/31/2026	% Bdgt Used	End Balance 06/30/2026
Fund: 110 WMAA (AIRPORT) GENERAL FUND					
Fund 110 - WMAA (AIRPORT) GENERAL FUND:					
TOTAL REVENUES	820,300.00	81,749.09	738,550.91	9.97	(846,158.06)
TOTAL EXPENDITURES	800,400.00	61,967.73	738,432.27	7.74	531,892.67
NET OF REVENUES & EXPENDITURES:	19,900.00	19,781.36	118.64		314,265.39



West Michigan Airport Authority Budget Performance Report

Balance As of 07/31/2026

	26-27 Amended Budget	YTD Balance 07/31/2026	Available Balance 07/31/2026	% Bdgt Used	End Balance 06/30/2026
Fund: 410 WMAA (AIRPORT) CAPITAL PROJECTS					
Account Category: Revenues					
000.000					
410-000.000-538.000	FEDERAL GRANT-FEDERAL CAPITAL	3,128,994.00	0.00	3,128,994.00	0.00
410-000.000-579.000	STATE GRANT-MDOT CAPITAL	173,833.00	0.00	173,833.00	(6,692.65)
410-000.000-665.000	INVESTMENT INCOME	30,600.00	0.00	30,600.00	(36,259.35)
410-000.000-699.110	TRANSFER FROM WMAA GENERAL FUND	35,100.00	0.00	35,100.00	0.00
Total 000.000		3,368,527.00	0.00	3,368,527.00	(42,952.00)
Revenues		3,368,527.00	0.00	3,368,527.00	(42,952.00)
Account Category: Expenditures					
595.000					
410-595.000-807.415	CONTRACTUAL-ARCHITECT/ENGINEER	15,000.00	0.00	15,000.00	30,996.61
410-595.000-974.000	LAND IMPROVEMENTS GENERAL	3,476,660.00	0.00	3,476,660.00	237,402.11
410-595.000-977.000	MACHINERY & EQUIPMENT GENERAL	75,000.00	0.00	75,000.00	77,590.43
Total 595.000		3,566,660.00	0.00	3,566,660.00	345,989.15
Expenditures		3,566,660.00	0.00	3,566,660.00	345,989.15
Fund 410 - WMAA (AIRPORT) CAPITAL PROJECTS:					
TOTAL REVENUES		3,368,527.00	0.00	3,368,527.00	(42,952.00)
TOTAL EXPENDITURES		3,566,660.00	0.00	3,566,660.00	345,989.15
NET OF REVENUES & EXPENDITURES:		(198,133.00)	0.00	(198,133.00)	(303,037.15)



Balance Sheet

Through 07/31/26

Detail Listing

Exclude Rollup Account

Account	Account Description	FY 2026 Actual	FY 2027 YTD
Fund Category GOVERNMENTAL			
Fund Type GENERAL FUND			
Fund 110 - WMAA (Airport) General Fund			
ASSETS			
110-000.000-001.675	Cash Due from Cash/Inv Pool	1,453,635.25	1,390,506.43
110-000.000-018.000	Accounts Receivable General	9,894.07	92,042.08
110-000.000-028	Prior Years Taxes Receivables	460.93	460.93
110-000.000-031.000	Allowance for Uncollectible Taxes	(294.92)	(294.92)
110-000.000-076.010	Due from Local Govt Units Due from Park Township	-	-
110-000.000-071.010	Due from Local Govt Units Due from Zeeland City	-	-
110-000.000-090.000	Accounts Receivable In/Out	-	-
110-000.000-123.000	Prepaid Items General	-	-
ASSETS TOTALS		1,463,695.33	1,482,714.52
LIABILITIES AND FUND EQUITY			
LIABILITIES			
110-000.000-202.000	Accounts Payable General	23,466.02	-
110-000.000-201.000	Contracts Payable	-	-
110-000.000-257.000	Accrued Wages Payable General	6,025.88	-
110-000.000-258.010	Accrued Fringes Payable FICA-Social Security/Medicare	-	-
110-000.000-259.010	Accrued Fringes Payable Pension	-	-
110-000.000-360.000	Deferred Revenue General	34,743.91	63,473.64
LIABILITIES TOTALS		64,235.81	63,473.64
FUND EQUITY			
110-000.000-385.000	Fund Balance - Assigned (By Action) Business Center	125,000.00	125,000.00
110-000.000-390.000	Fund Balance-Unassigned	1,274,459.52	1,294,240.88
FUND EQUITY TOTALS		1,399,459.52	1,419,240.88
LIABILITIES AND FUND EQUITY		1,463,695.33	1,482,714.52
Fund Balance, Beginning			1,419,240.88
Remaining Budget Revenues			738,550.91
Remaining Budget Expenditures			738,432.27
Fund Balance, Estimated Ending			2,896,224.06
Fund Balance % of Budgeted Expenditures			362%
Year-End Transfer to Capital			
FY 2026 Ending Fund Balance (Unassigned)		1,274,459.52	
2027 Budgeted Expenditures		800,400.00	
Fund Balance % of Budgeted Expenditures			159%
Proposed Transfer of amount > 120% max range			313,979.52



Account	Account Description	Prior Year Total Actual	Current YTD Balance
Fund Category GOVERNMENTAL			
Fund Type CAPITAL PROJECT FUNDS			
Fund 410 - WMAA (Airport) Capital Projects			
ASSETS			
410-000.000-001.675	Cash Due from Cash/Inv Pool	1,196,633	1,196,549
410-000.000-018.001	Accounts Receivable-Manual	3,156	-
ASSETS TOTALS		1,199,790	1,196,549
LIABILITIES AND FUND EQUITY			
LIABILITIES			
410-000.000-202.000	Accounts Payable General	14,322	11,081
410-000.000-228.410	Due To State of Michigan	1,503	1,503
LIABILITIES TOTALS		15,824	12,584
FUND EQUITY			
410-000.000-390.000	Fund Balance-Unassigned	1,183,966	1,183,966
FUND EQUITY TOTALS		1,183,966	1,183,966
LIABILITIES AND FUND EQUITY TOTALS		1,199,790	1,196,549

CASH DISBURSEMENT REPORT WMAA FOR CITY OF HOLLAND

EXP CHECK RUN DATES 07/01/2026 - 07/31/2026

POSTED
PAID

Invoice Number	Date Paid	Approval Department	Paid By Check Number	Vendor Name	Description	Inv Amt
757697	07/09/2026	AIR	17163	123.NET-ACH	AIRPORT - PHONE CHARGES 07/041/26 - 07/31/26	620.00
1002266655	07/23/2026	AIR	96203	ACCIDENT FUND INSURANCE CO OF AMERICA	ANNUAL PREMIUM	462.00
3415682	07/09/2026	AIR	96005	ARROWASTE INC.	AIRPORT - MONTHLY TRASH FEE	57.65
6223032	07/16/2026	AIR	17220	ARTHUR J GALLAGHER RISK MGMT SVCS INC - ACH	AIRPORT - INSURANCE LIABILITY FOR NEXT YEAR	36,844.00
MAY 2026	07/02/2026	AIR	17097	AVFLIGHT HOLLAND CORPORTATION - ACH	AIRPORT - BILLING FROM AVFLIGHT - MAY 2026	4,740.67
BIV26-011965	07/02/2026	AIR	17097	AVFLIGHT HOLLAND CORPORTATION - ACH	AIRPORT - DIESEL FUEL TO TOP OFF SWEEPER	223.53
JUNE 2026	07/09/2026	AIR	17166	AVFLIGHT HOLLAND CORPORTATION - ACH	AIRPORT - BILLING FROM AVFLIGHT FOR JUNE 2026	7,789.30
27758	07/16/2026	AIR	96099	BOILEAU & CO.	AIRPORT - MONTHY BASE RETAINER FEE	3,014.95
43520210	07/23/2026	AIR	17290	CANON FINANCIAL SERVICES INC. - ACH	AIRPORT - CANNON COPY LEASE	485.81
2026-01011	07/09/2026	AIR	96006	CITY OF HOLLAND TREASURER	AIRPORT - TRANSPORTATION DEPT CHARGES	1,431.74
2027-00020	07/16/2026	AIR	96100	CITY OF HOLLAND TREASURER	AIRPORT - BUILDING AND GROUNDS HELP	676.56
2027-00072	07/30/2026	AIR	96405	CITY OF HOLLAND TREASURER	AIRPORT - MOWING SERVICES PROVIDED BY CITY OF HOLL	2,244.69
289863	07/30/2026	AIR	96406	CUNNINGHAM DALMAN P.C.	AIRPORT - MEAD & HUNT-DESIGN REHABILITATE TAXIWAY	131.00
389861	07/30/2026	AIR	96406	CUNNINGHAM DALMAN P.C.	AIRPORT - COASTAL CONTAINER	292.50
389862	07/30/2026	AIR	96406	CUNNINGHAM DALMAN P.C.	AIRPORT - CLAY LACY AVIATION	19.50
389859	07/30/2026	AIR	96406	CUNNINGHAM DALMAN P.C.	AIRPORT - T-HANGAR LEASES	1,118.00
389858	07/30/2026	AIR	96406	CUNNINGHAM DALMAN P.C.	AIRPORT - INTERIM & NEW AIRPORT DIRECTOR CONTRACT	19.50
389860	07/30/2026	AIR	96406	CUNNINGHAM DALMAN P.C.	AIRPORT - SPACE SOURCE, INC	312.00
389857	07/30/2026	AIR	96406	CUNNINGHAM DALMAN P.C.	AIRPORT - AVFLIGHT MATTERS	780.00
389856	07/30/2026	AIR	96406	CUNNINGHAM DALMAN P.C.	AIRPORT - GENERAL MATTERS	19.50
64164	07/23/2026	AIR	96204	FENCE CONSULTANTS OF WEST MICHIGAN INC	AIRPORT - FENCE REPAIRS AROUND THE AIRPORT	3,820.00
06/08/26 - 07/	07/30/2026	AIR	96407	HOLLAND BOARD OF PUBLIC WORKS	AIRPORT - MONTHLY BILLING 06/08/26 - 07/08/26	2,581.24
2026-00942	07/09/2026	AIR	96007	HOLLAND CITY TREASURER	AIRPORT - MAINTENANCE INITIALLY DONE ON SWEEPER FR	879.98
1790	07/23/2026	AIR	96205	JOSE S MARROQUIN MELENDDEZ	AIRPORT - MONTHLY CLEANING SERVICES	765.00
02859	07/23/2026	AIR	96206	MAAE	AIRPORT - REGISTRATION FOR 2026 ANNUAL MAAE CONFER	300.00
61170	07/16/2026	AIR	96101	MACATAWA PLUMBING INC	AIRPORT - REPLACEMENT OF SILCOCK BY BATHROOM THANG	270.00
06/17/2026	07/02/2026	PAY	17123	MADISON NATIONAL LIFE CO, INC - ACH	JULY 20216	8,602.42
AUGUST 2026	07/30/2026	PAY	17382	MADISON NATIONAL LIFE CO, INC - ACH	102906800000000 CITY OF HOLLAND	5,817.53
SECOND QUARTER	07/16/2026	AIR	96102	MATTHEW NEYENS	AIRPORT - MANAGER EXPENSES	369.03
411666	07/30/2026	AIR	17385	MEAD & HUNT INC - ACH	WEST APRON ALP UPDATE	928.58
78884	07/02/2026	AIR	17125	MENARDS INC - ACH	AIRPORT - WEED & GRASS KILLER FOR AVFLIGHT TO SPRA	139.98
79821	07/23/2026	AIR	17308	MENARDS INC - ACH	AIRPORT - SUPPLIES FOR SHOW THIS SATURDAY/HOLLAND	274.49
80189	07/23/2026	AIR	17308	MENARDS INC - ACH	AIRPORT - SUPPLIES FOR THE SHOW	276.10
8230509H9EHMNZ	07/23/2026	AIR	17327	PCARD - AMAZON PURCHASES	AIRPORT - TIMER ELECTRICAL OUTLET FOR COFFEE MACHI	14.99
8230509H9EHMP3	07/23/2026	AIR	17327	PCARD - AMAZON PURCHASES	AIRPORT - HAND HELD RADIOS TO BE USED AT AIRPORT	743.58
112-8896963-33	07/23/2026	AIR	17327	PCARD - AMAZON PURCHASES	AIRPORT - MEASURING WHEEL/MATT	39.99
E0800ZLOZP	07/23/2026	AIR	17327	PCARD - MICROSOFT PURCHASES	AIRPORT - MICROSOFT PURCHASE/MATT	51.00
G162375496	07/23/2026	AIR	17327	PCARD - MICROSOFT PURCHASES	AIRPORT - MICROSOFT PURCHASE/MATT	53.55
D357D019	07/23/2026	AIR	17327	PCARD - MISC	AIRPORT - DISCOVERY FLIGHTS	230.00
367808	07/23/2026	AIR	17327	PCARD - OFFICE SUPPLIES	AIRPORT - NEW SECURITY ELECTRONIC SECURITY BADGES	533.61
WMAA	07/30/2026	FIN	17356	SEMCO ENERGY GAS COMPANY - ACH	0361537.501 WMAA	97.97
3005751309	07/23/2026	AIR	96207	USDA, APHIS, GENERAL	AIRPORT - QUARTERLY APHIS BILLING	2,600.59
1060071082	07/09/2026	AIR	17218	WEST MICHIGAN UNIFORM - ACH	AIRPORT - SUPPLIES	111.61
1060074057	07/30/2026	AIR	17398	WEST MICHIGAN UNIFORM - ACH	AIRPORT - SUPPLIES FOR THE AIRPORT CLEANING STAFF	11.00
Report Total:						90,795.14

6/17/26 Madison Life Ins Airport portion is \$26.39

August 2026 airport portion is \$18.64

AGED ACCOUNTS RECEIVABLE REPORT FOR CITY OF HOLLAND

Balances Calculated as of 08/05/2026

Account # Name	Invoice #	Post Date	Current	Over 30	over 60	over 90	Over 120	Total
01119 BROWN TRANSPORT	2027-00004	08/01/2026	1,826.01	0.00	0.00	0.00	0.00	1,826.01
04345 GRIMES ART	2026-01065	07/01/2026	0.00	900.00	0.00	0.00	0.00	900.00
04374 3303 JOHN F. DONNELLY DRI	2027-00067	07/12/2026	89,307.39	0.00	0.00	0.00	0.00	89,307.39
04542 NEXUS CLIMATE CONTROL LLC	2027-00003	08/01/2026	40.00	0.00	0.00	0.00	0.00	40.00
05012 AV FLIGHT	2027-00064	07/12/2026	315.50	0.00	0.00	0.00	0.00	315.50
05112 4 ONE AIR LLC	2026-01082	07/01/2026	0.00	900.00	0.00	0.00	0.00	900.00
	2027-00002	08/01/2026	792.94	0.00	0.00	0.00	0.00	792.94
	2027-00066	07/13/2026	57.69	0.00	0.00	0.00	0.00	57.69
			850.63	900.00	0.00	0.00	0.00	1,750.63
GRAND TOTALS:			92,339.53	1,800.00	0.00	0.00	0.00	94,139.53
POSTED AMOUNTS:								94,139.53
NON-POSTED AMOUNTS:								0.00

Billing Item Breakdown

AIR FLIGHT S	850.63	0.00	0.00	0.00	0.00	850.63
BUS CTR RENT	62.02	0.00	0.00	0.00	0.00	62.02
FRANCHISE FE	176.57	0.00	0.00	0.00	0.00	176.57
HANGER LAND	91,210.31	0.00	0.00	0.00	0.00	91,210.31
HANGER RENTA	40.00	1,800.00	0.00	0.00	0.00	1,840.00

Michigan Department of Transportation

Infrastructure Investments and Jobs Act Agreement

MDOT IIJA Agreement Number 2026-0740
Grant Number 3-26-0045-30026

The Michigan Department of Transportation (MDOT) has been notified of the attached Federal Aviation Administration (FAA) Infrastructure Investment and Jobs Act (IIJA) Grant. MDOT is responsible for distribution of the funds pursuant to the AERONAUTICS CODE OF THE STATE OF MICHIGAN Act 327 of 1945 and program administration per the State Block Grant Program Memorandum of Agreement.

Per this MDOT IIJA Agreement, hereafter referred to as “this Agreement”, MDOT shall enter into an agreement with the airport owner. This Agreement shall obligate the airport owner to comply with each of the terms and conditions contained in the Federal Aviation Administration Infrastructure Investment and Jobs Act, to the Federal Aviation Administration State Block Grant Program Assurances, and to the conditions included in this Agreement.

This Agreement shall convey the requirements, terms, conditions, and assurances contained in FAA IIJA Grant number 3-26-0045-30026 to West Michigan Airport Authority, on behalf of West Michigan Regional Airport, whose associated city is Holland , hereafter referred to as “the Sponsor”, as a recipient of funds channeling through the State of Michigan. Any reference to FAA transfers to MDOT acting as FAA, where applicable. All requirements of the Sponsor contained in the attached FAA IIJA Grant are in addition to the requirements contained in this Agreement. The Sponsor agrees to comply with the General Conditions and Special Conditions set forth in this Agreement, the FAA Assurances, and the FAA Advisory Circulars, in the FAA IIJA Grant.

This Agreement will be used for the purpose of assigning the rights and obligations of the parties in agreeing to the project estimated in detail in Exhibit 1, dated 5/4/2026. The project cost participation, as defined in attachment(s) 9 is made a part of this Agreement. The actual MDOT, FAA, and Sponsor shares of the project cost will be adjusted at the time of the financial closure of the FAA Grant.

Project Description: Reconstruct Runway Visual Guidance System-Runway 8/26 PAPIs-Design

The estimated total **project cost** is \$82,766. The Sponsor shall use these funds for the project as described in the FAA IIJA Grant. IIJA Grant recipients shall follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the funds received under this grant, or any associated subgrants, may not be used for any purpose not related to the airport.

The Sponsor shall make payments to MDOT for the Sponsor's share of the project costs within thirty (30) days of the billing date, if billed. MDOT will not make payments for any project work prior to receipt of payment from the Sponsor for their billed share. Eligible project costs that are paid by the Sponsor may be submitted for credit toward their share if submitted within one hundred eighty (180) days of the cost incurred, or Agreement award date, whichever is later.

The Sponsor shall upload each payment request to MDOT's ProjectWise software.

Each request shall have the following Document Name:

- Associated City_Vendor_IJJA_Invoice Number (Example: Anytown_BestBuilder_IJJA_876.pdf)

Once payment requests and proper documentation are received, MDOT will review, process, and submit to FAA.

The project cost shown includes the maximum obligation of MDOT and federal funds under this Agreement. The maximum obligation of MDOT and Federal funds may be adjusted to an amount less than the maximums shown through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the project reflect a change in the amount of funds needed to fund all project costs. The budget letter will be signed by the Manager of the Airport Planning and Development Section of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the project description, provided that the costs are eligible and do not exceed the maximum obligations shown in this Agreement. If the total amount of the project cost exceeds the maximum obligations shown in this Agreement, the project scope will be reduced or a written amendment to this Agreement will be completed to provide additional funds. This will have to be awarded by the parties before the work is started.

In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire project or portions thereof, MDOT, prior to authorizing work performance, may cancel the project or any portion thereof by giving written notice to the Sponsor. In the event this occurs, this Agreement will be void and of no effect with respect to the canceled portion of the project.

Failure on the part of the Sponsor with any of the conditions of this Agreement may be considered cause for placing the Sponsor in a state of noncompliance, thereby making the Sponsor ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the project and/or repayment of all grant amounts on a pro rata basis. In this section, pro rata means proration of the cost of the project over twenty (20) years.

Any approvals, acceptances, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and/or inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and/or inspections are a governmental function incidental to the project under this Agreement.

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the Sponsor of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections by MDOT to be construed as warranties as to the propriety of the Sponsor's performance but are undertaken for the sole use and information of MDOT.

Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided by this Agreement or by law.

This Agreement is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Agreement is not intended to give, nor will it be interpreted as giving, either party a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:

In connection with the performance of project work under this Agreement, the Sponsor (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The Sponsor (hereinafter in Appendix B referred to as the “contractor”) further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Agreement.

The Sponsor will carry out the applicable requirements of MDOT’s DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

The Sponsor agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the Sponsor. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The Sponsor further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

In addition to all specific requirements, terms, conditions, and assurances contained in the attached FAA IJIA Grant, the Sponsor shall ensure strict adherence to the following audit requirements:

The Sponsor will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement. Separate accounts will be established and maintained for all costs incurred under this Agreement.

The Sponsor will maintain the records for at least six (6) years from the date of final payment made by MDOT under this Agreement. In the event of a dispute regarding allowable expenses or any other issue under this Agreement, the Sponsor will thereafter continue to maintain the records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

MDOT or its representative may inspect, copy, scan, or audit the records at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the Sponsor will assure compliance with the above requirements for all subcontracted work.

The Sponsor agrees that the costs reported to MDOT for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement which includes the FAA Grant attached to this Agreement. The Sponsor also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

If an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, MDOT will promptly submit to the Sponsor a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the Sponsor at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the Sponsor will (a) respond in writing to MDOT – Office of Aeronautics indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense. The response will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the Sponsor may supply appropriate excerpts and make alternate arrangements to make that documentation available conveniently and reasonably for review by MDOT. The response will refer to and apply the language of this Agreement. The Sponsor agrees that failure to submit a response within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision about any Notice of Audit Results and response within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the Sponsor, the Sponsor will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the Sponsor fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the Sponsor agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the Sponsor under this Agreement or any other agreement or payable to the Sponsor under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The Sponsor expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the Sponsor in a timely filed response.

This Agreement will be in effect from the date of award (the date of the final signature) through twenty (20) years.

The Sponsor agrees to comply with all portions of this MDOT IJA Agreement.

As attached (with PDF attachment of preliminary injunction) hereto, on June 19, 2025, the U.S. District Court for the District of Rhode Island issued a preliminary injunction against the imposition of immigration-enforcement conditions on federal transportation funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The execution of agreements by MDOT and the acceptance of funding from the United States Department of Transportation and its component agencies are subject to that preliminary injunction and should not be construed as a certification as to the immigration conditions or as a waiver of any rights by MDOT or the State of Michigan.

Sponsor: WEST MICHIGAN AIRPORT AUTHORITY

Authorized Sponsor Signatory: _____ Date: _____

Authorized Sponsor Signatory Printed: _____

MICHIGAN DEPARTMENT OF TRANSPORTATION

MDOT Signatory: _____ Date: _____

Michigan Department of Transportation

MDOT Signatory Printed: _____

Project No. 3-26-0045-30026
Job No. 216152PE
IIJA AIG

	Eligibility	Federal	State	Local	Total	
DESIGN (PE)		\$ 78,627.00	\$ 4,139.00	\$ -	\$ 82,766.00	
Reconstruct Runway Visual Guidance System-Runway 8/26 PAPIs-Design	95%	\$ 78,627.00	\$ 4,139.00	\$ -	\$ 82,766.00	216152PE

	Federal	State	Local	Total
TOTAL PROJECT BUDGET	\$ 78,627.00	\$ 4,139.00	\$ -	\$ 82,766.00
216152PE	\$ 78,627.00	\$ 4,139.00	\$ -	\$ 82,766.00
TOTAL PROJECT PERCENTAGE	95.00%	5.00%	0.00%	100.00%
216152PE	95.00%	5.00%	0.00%	100.00%

Bill 1	\$ 78,627.00	3-26-0045-30026	Awarded 7/17/2026
--------	--------------	-----------------	-------------------

Bid Date & Type:	N/A	N/A
-----------------------------	-----	-----

Performance End Date:	7/16/2030	SBGP 30026
-----------------------	-----------	------------

MAC Approval: 7/15/2026

INITIATOR: PN
QA: ZB

ATTACHMENT X
REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: WEST MICHIGAN AIRPORT AUTHORITY
3. Recipient's UEI Number: 06-549-4016
4. Amount of Federal funds: \$78,627
5. Federal Grant Number(s): SBGP 30026
6. Grant Award Date(s): 7/17/26
7. MDOT Project Number: 3-26-0045-30026
8. Project Description: See Project Description on page one (1) of this contract.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-300-2026
11. Federal Award Date: 7/17/26
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 7/16/30
14. Amount of Federal Funds obligated by this action: \$78,627
15. Total amount of Federal Funds obligated: \$78,627
16. Total amount of the Federal award: \$78,627
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:

Director Bradley C. Wieferich, P.E., Michigan Department of Transportation
425 West Ottawa Street, Lansing, MI 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

MICHIGAN DEPARTMENT OF TRANSPORTATION

WEST MICHIGAN AIRPORT AUTHORITY

CONTRACT FOR A STATE/LOCAL

AIRPORT PROJECT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and West Michigan Airport Authority (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at West Michigan Regional Airport (AIRPORT), whose associated city is Holland, Michigan, such undertaking described in detail in Exhibit 1, dated July 22, 2026, attached hereto and made a part hereof (PROJECT).

PROJECT DESCRIPTION: New Airfield Pavement Markings RWY 8/26; Acquire SRE Truck

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 1, 3 and 11, attached hereto and made a part hereof.

THE SPONSOR WILL:

2. Pledge sufficient funds to meet its obligations as outlined in this Contract.
3. Ensure that the following PROJECT requirements are met:
 - a. The AIRPORT must have an active basic or general utility license in good standing.
 - b. If the AIRPORT currently has a provisional license, the PROJECT must address the existing licensing deficiencies.
 - c. The SPONSOR will comply with any and all administrative and/or financial reporting requirements included in the award letter.
 - d. All required permits, processes, and approvals will remain the responsibility of the SPONSOR, including those for PROJECT design, procurement/bid letting,

construction administration, environmental clearances, airspace approval, local permitting, and other items required for the completion of the PROJECT.

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The SPONSOR will comply with the provisions of 1951 PA 51; MCL 247.660h.
 - c. The SPONSOR will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR also agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of three (3) years from the date of final payment.
6. In the performance of the PROJECT, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.
7. Follow the PROJECT timeline outlined in Exhibit 1. The PROJECT must be closed out on or before July 1, 2027.
8. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The

SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

9. Make final accounting to the SPONSOR upon request or upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned to or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

10. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the PROJECT.

Maximum MDOT Share	\$152,539.80
SPONSOR Share	<u>\$0.00</u>
Estimated PROJECT COST	\$152,539.80

11. The PROJECT COST will be met in part by contributions from MDOT. The MDOT funds will be applied to the PROJECT COST at a rate of 100% for those items eligible for state participation, in an amount not to exceed the maximum obligation shown in Section 10 or the revised maximum obligation set forth in a budget letter, as set forth in Section 13, as applicable. Any items of PROJECT COST not funded with MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

12. MDOT will provide its share of the PROJECT COSTS to the SPONSOR in two payments. MDOT will provide fifty percent (50%) of the maximum MDOT share identified in Section 10 to the SPONSOR upon award of this Contract. MDOT will provide the remaining fifty percent (50%) to the SPONSOR upon receipt of proof from the SPONSOR that the first payment has been fully expended in accordance with the provisions of this Contract. The SPONSOR will certify to MDOT that the PROJECT is complete and that all PROJECT funds were expended. The SPONSOR will provide supporting documentation (proof of payments) to MDOT for the PROJECT COSTS. If the SPONSOR fails to provide proof of payments to MDOT for all PROJECT funds, MDOT will bill the SPONSOR for the amount of any unsupported costs. Costs incurred outside of the term of this Contract will not be eligible for reimbursement.

13. The PROJECT COST shown in Section 10 includes the maximum obligation of MDOT funds under this Contract. The maximum obligation of MDOT funds may be adjusted to an amount less than the maximum amount shown in Section 10 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter may also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations set forth in Section 10. If the PROJECT COST exceeds the maximum obligations shown in Section 10, the PROJECT scope will have to be reduced or a written amendment to this Contract will have to be awarded by the parties to provide additional funds before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portions of the PROJECT. Any SPONSOR deposits on the canceled portions less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.

MDOT will not participate in the PROJECT COSTS incurred on the canceled portions of the PROJECT, and Sections 10 and 11 will not be construed to require MDOT's participation in the canceled portions.

15. Payment or reimbursement to the SPONSOR of any costs by MDOT will not constitute a final determination by MDOT of the allowability of such costs and will not constitute a waiver by MDOT of any violation of the terms of this Contract committed by the SPONSOR. MDOT will make final determination as to allowability of costs only after final audit of the PROJECT.
16. All agreements, contracts, and supply requisitions involving MDOT funds will comply with the requirements of 49 CFR Part 18 and 2 CFR Part 200.
17. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

18. Any approvals, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals are a governmental function incidental to the grant that is the subject of this Contract.

Any approvals, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, reviews, and/or inspections provided by

MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.

19. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Section 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.
20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party to the contract that is the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in pursuing the resolution of any dispute and/or litigation will be the responsibility of the SPONSOR.
22. MDOT will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.
23. In addition to the protection afforded by any policy of insurance, the SPONSOR agrees to indemnify, defend, and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, the Michigan Aeronautics Commission, and all officers, agents, and employees thereof:
 - a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the SPONSOR in connection with the SPONSOR's performance of the PROJECT; and

- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the SPONSOR's performance of the PROJECT under this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the SPONSOR will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, MDOT, and/or the Michigan Aeronautics Commission.

In the event that the same occurs, it will be considered as a breach of this Contract, thereby giving the State of Michigan, the Michigan State Transportation Commission, MDOT, and/or the Michigan Aeronautics Commission a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

- 24. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

25. This Contract will be in effect from the date of award through five (5) years. Any change to the term of this Contract will be by award of a prior written amendment to this Contract by the parties.
26. In case of any discrepancies between the body of this Contract and any exhibit(s) hereto, the body of the Contract will govern.



27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

WEST MICHIGAN AIRPORT AUTHORITY

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director



EXHIBIT 1
West Michigan Regional Airport
HOLLAND, MICHIGAN

Project No. SL-2026-MAC 25, 26
Location ID: BIV
Job No. 227174CON

State Local Program

July 22, 2026

			Federal	State	Local	Total
CONSTRUCTION (CON)		\$	-	\$ 152,539.80	\$ -	\$ 152,539.80
New Airfield Pavement Markings RWY 8/26	100%	\$	-	\$ 96,984.80	\$ -	\$ 96,984.80
Acquire SRE Truck	100%	\$	-	\$ 55,555.00	\$ -	\$ 55,555.00
TOTAL MDOT PROJECT BUDGET			Federal	State	Local	Total
				\$ 152,539.80	\$	152,539.80
TOTAL PROJECT PERCENTAGE			0%	100.0%	0.0%	100%

*Note:

Priority Billing Order:

Payment 1 - expected after contract execution	
C80060/1114	\$76,269.90 State 50% of Total Budget
Payment 2 -expected after MDOT PM approval of doc. first 50% of costs expended to date	
C80060/1114	\$76,269.90 State Rem. Budget (<= 50% of Total Budget *)

Letting Information:	
MDOT Award Date:	7/22/2026
MAC Approval:	7/15/2026

ATTACHMENT 1

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS FOR WHICH THE DEPARTMENT OPENS BIDS AND AWARDS THE CONTRACTS

1. The “PROJECT COST” is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant’s qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The DEPARTMENT is authorized by the SPONSOR pursuant to this Contract to advertise and to award the contract for the construction work in the name of the SPONSOR in accordance with the following:
 - a. Prequalification of bidders will be determined by the DEPARTMENT in accordance with the “Administrative Rules Governing the Prequalification of Bidders for Highway and Transportation Construction Work.”
 - b. Prior to advertising the construction work for receipt of bids, the SPONSOR may delete any portion or all of the PROJECT work.
 - c. If after receipt of bids for the construction work, the SPONSOR gives notice of circumstances that affect its ability to proceed, the DEPARTMENT, on behalf of the SPONSOR and with the concurrence of the FAA, if applicable, will reject the bids.
 - d. In the event of the rejection of all bids, any costs incurred by the DEPARTMENT will be deemed to be PROJECT COSTS.

- e. Upon receipt of bids, the DEPARTMENT, on behalf of the SPONSOR, will select the most responsive bid in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports." The DEPARTMENT will then prepare a "Recommendation to Award" and submit it to the FAA, if applicable, and the SPONSOR. The DEPARTMENT will forward the contract documents to the contractor and then to the SPONSOR for execution.
 - f. The DEPARTMENT is authorized to receive, hold, and return proposal guarantees on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - g. In the event of the forfeiture of a proposal guaranty, in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports," and upon receipt of a request from the SPONSOR, the DEPARTMENT will forward to the SPONSOR the forfeited proposal guaranty.
 - h. The DEPARTMENT is authorized to receive performance and lien bonds and certificates of insurance on behalf of and in the name of the SPONSOR pursuant to the requirements enumerated in the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - i. The SPONSOR, upon presentation of the contract documents by the DEPARTMENT, and subject to the possible implementation of the exceptions provided in paragraphs b and c above, will execute and return the appropriate documents on or before a date to be set by the DEPARTMENT in accordance with the DEPARTMENT's applicable "General Provisions for Construction of Airports."
 - j. Upon receipt of the executed contract documents from the SPONSOR, the DEPARTMENT will award the contract.
- 4. The DEPARTMENT is authorized by the SPONSOR, pursuant to this Contract, to approve subcontracts between the prime contractor and the subcontractor on behalf of the SPONSOR. Any such approvals will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.
 - 5. Should termination of a construction contract pursuant to Section 80-09 of the DEPARTMENT's applicable "General Provisions for Construction of Airports" occur, the DEPARTMENT will be given immediate written notice by the SPONSOR.

6. Any changes to the PROJECT plans and specifications made after receipt of bids will require prior written approval from the DEPARTMENT and the FAA, if applicable. The SPONSOR or its representative may request such changes by initiating a contract modification to the construction contract in accordance with the “General Provisions for Construction of Airports” and the DEPARTMENT’s “Project Engineer’s Manual” for airport construction. Any contract modification determined to be significant by the DEPARTMENT will require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR’s on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
 - b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
 - c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated costs thereof.
 - d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.
7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.
 8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
 9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of one (1) year from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes,

provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

The airport will be maintained in full operating condition on a year-round basis, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

10. Should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

11. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, and/or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.
12. For a period of three (3) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and are directly and substantially related to the actual air transportation of passengers or property.

13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
 - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

ATTACHMENT 3

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING THE PURCHASE OF EQUIPMENT AT ALL CLASSIFICATIONS OF AIRPORTS

1. The PROJECT COST will include the cost of purchasing the equipment, the cost of advertising for bids, and the cost of the consultant to prepare the specifications and bidding documents.
2. The SPONSOR will advertise and award the contract for the purchase of the equipment in accordance with the following:
 - a. The SPONSOR will submit the equipment specifications and proposal package to the DEPARTMENT for review prior to advertising.
 - b. The SPONSOR will advertise its intent to accept bids for the PROJECT in appropriate publications.
 - c. Following receipt of bids, the SPONSOR will determine the apparent low bidder and prepare a recommendation to award and submit it to the DEPARTMENT for review. Recommendations to award to other than the low bidder will be accompanied by detailed justification. A purchase order to the supplier will not be issued until the SPONSOR has received notification from the DEPARTMENT that it has completed its review.
 - d. The SPONSOR will issue a purchase order to the supplier for the purchase and delivery of the equipment.
3. The SPONSOR will give immediate written notice to the DEPARTMENT upon delivery of the equipment and acceptance by the SPONSOR.

Along with the delivery notice, the SPONSOR will submit the original invoice from the supplier indicating SPONSOR approval for payment.
4. The SPONSOR will use the equipment exclusively for aeronautical purposes with relation to the airport that is the subject of this Contract.
5. The SPONSOR will maintain the equipment at a high level of cleanliness, safety, and mechanical soundness. Maintenance will conform to the manufacturer's specifications for such equipment or be as approved by the DEPARTMENT for the life of such equipment. Representatives of the DEPARTMENT and the FAA will have the right to conduct periodic inspections for the life of the equipment for the purpose of confirming proper maintenance pursuant to this Contract. Such inspections by the DEPARTMENT and/or the FAA do not relieve the SPONSOR of its obligations hereunder, nor are such inspections to be construed as a warranty as to the propriety of the maintenance but are undertaken for the sole use and information of the DEPARTMENT and/or the FAA.

6. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of five (5) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

The airport will be maintained in full operating condition on a year-round basis, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

ATTACHMENT 11

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS WHEN THE PROJECT PAYMENTS ARE HANDLED BY THE SPONSOR SEEKING REIMBURSEMENT

1. The SPONSOR will be responsible for making all payments associated with the PROJECT work. Not more often than once a month, the SPONSOR will submit a request for reimbursement to the DEPARTMENT. The reimbursement request will detail the costs expended on the PROJECT during the reporting period. The SPONSOR will include a certification that all costs reported are eligible costs under the terms of this Contract.
2. The SPONSOR will provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, reports, financial information, and other documents pertaining to this Contract. Copies of technical data, reports, financial information, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR also agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, financial information, and other documents will be maintained for a period of three (3) years from the date of final payment.
3. The DEPARTMENT will, upon approval by the legislature and the Michigan Aeronautics Commission and upon request for reimbursement from the SPONSOR, bill the FAA for eligible costs in accordance with the terms of the grant from the FAA. The DEPARTMENT will reimburse the SPONSOR with the funds received from the FAA.
4. The DEPARTMENT will make final accounting to the FAA for purposes of PROJECT closure upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.
5. Reimbursement of any costs will not constitute a final determination by the DEPARTMENT of the allowability of such costs and will not constitute a waiver by the DEPARTMENT of any violation of the terms and conditions of this Contract committed by the SPONSOR.
6. Determination of allowable PROJECT COSTS will be in accordance with the cost criteria set forth in the Office of Management and Budget Circular A-87 and/or 49 CFR, Part 18, as amended, in effect at the time the FAA Grant is signed by both parties, incorporated herein by reference as if the same were repeated in full herein.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Appendix B

(Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL 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 will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), 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, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurement 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 procurement 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 Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor will provide all information and reports required by the Regulations or 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE		
IS THIS PRIME FIRM MDOT-DBE CERTIFIED? ☐ YES ☐ NO			IS THIS THE FINAL INVOICE? ☐ YES ☐ NO				
CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				
		\$	\$				

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE			
PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
COMMENTS			

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MOOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



July 27, 2026

TO: PROSPECTIVE BIDDERS

RE: New Vehicle – Truck Bids

The West Michigan Airport Authority (WMAA) will receive sealed bids, with the assistance of the City of Holland, from prospective bidders to furnish and deliver one (1) 2026 Ford F-250 three-quarter-ton 4x4 pickup truck with an installed Boss V-plow for use by the WMAA.

Sealed bids will be received by the City of Holland Finance Office, located in Holland City Hall at 270 South River Avenue, Holland, Michigan 49423, until **11:00 a.m. on Friday, August 7, 2026**. Bids received by the deadline will be publicly opened and read at that time. Bidders are invited, but not required, to attend the bid opening.

Bids must be submitted using the Bid Form included in this solicitation. Each bid must be enclosed in a sealed envelope plainly marked “2026 FORD F-250 WITH PLOW VEHICLE BID.”

All bids shall be net, F.O.B. destination, and shall include all costs associated with furnishing and delivering the completed vehicle to West Michigan Regional Airport, 60 Geurink Boulevard, Holland, Michigan 49423.

Bids are to be irrevocable for a period of thirty (30) days from the date of the bid opening and shall not be withdrawn, modified or altered after the bid opening. In case of default by the selected vendor, the WMAA may procure its requirements from another vendor, without going through additional bidding procedures, and hold the original vendor liable for any increased costs.

The WMAA reserves the right to accept or reject any or all bids, to waive any irregularities/informalities in the bids received and to split the bid if deemed desirable by the airport.

Contracts and Purchase Orders shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the items set forth in Section 2-48 (Award of contracts and Purchases) and Section 2-48.1 (Preference for Local Bidders/Holland- Based Businesses) of the Ordinance Code of the City of Holland shall be considered. The WMAA reserves the right to consider use of the State of Michigan contract Purchasing Program or other purchasing programs available to Michigan local units of government that have met bid requirements for identical vehicle/equipment.

Matt Neyens

Airport Manager

616 414-0726

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



GENERAL CONDITIONS

- Servicing - Pre-delivery servicing and inspection, including wheel balancing, shall be performed prior to delivery of the vehicle.
- Acceptance - Inspection for acceptance will be made by the respective department heads or their authorized representatives.
- Insignia - NO DEALER INSIGNIA is to be attached to any vehicle or equipment furnished and/or supplied under this bid request and the attached specifications.
- Warranty - All vehicles and equipment furnished and/or supplied under this bid request are to carry the standard warranty that is offered to the general public.
- Literature - Each bidder shall submit with his bid, and it shall be made a part thereof, regularly printed literature, as published by the manufacturer, which sets out and describes the vehicles and equipment he proposes to furnish and/or supply under this bid request and the attached specifications.
- Titles - All bids are to include the cost of a State of Michigan Title or a manufactures Certificate of Origin for any vehicle or equipment furnished and/or supplied under this bid request and the attached specifications.
- Trade-in - There will be no vehicles for trade-in.
- Model Year
& Delivery- The WMAA will allow bidders to submit a bid on 2026 model year vehicles. It is recognized that the bidder may need to make that determination based on availability and ordering dates. Delivery information will also be required and will be a consideration in the award of the bid.
- Or Equal - The WMAA has specified a certain make and model of vehicle to be bid, followed by the words "or equal." Bidders may submit a bid for a make and model not specified if it meets the General Conditions and Vehicle Specifications outlined in this bid package. The WMAA reserves the right to make the determination as to whether a specific make or model submitted in this category is acceptable in terms of meeting specifications and being comparable in all aspects of its physical characteristics.
- Contact Person - If you have any questions, please contact Matt Neyens at 616-414-0726.

The West Michigan Airport Authority will provide the public with state-of-the-art global air access to strengthen the local economy and improve the area's quality of life.

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



Specifications

Specifications for (1), 2026 Ford F250 4X4 REG CAB XL 142”– with Boss V plow installed

To be used by the West Michigan Regional Airport.

Truck: 2026 Ford F250 SRW 4X4 REG CAB, XL 142” WB Styleside

Engine: Minimum 6.8 Liter

Transmission: Heavy Duty 10 Speed Automatic

Differential: Limited Slip or Electronic Locking Differential

Chassis: 4X4 with Locking Hubs.

Tires: Minimum; Tires: LT245/75Rx17E (with all season tread) – Full-Size Spare

Exterior: Power Heated Side Mirrors

Interior: Power Door Locks

Power Windows

Remote Keyless Entry w/Integrated Key Transmitter

Electrical: Twelve (12) Volt System

160 Amp Alternator

Dual Batteries – 780 CCA Amp

Color: Exterior is to be White Grey or Black.

Snow Plow Specifications for Ford F250 Pickup

Boss Super Duty DXT V Blade Snowplow 8’2” , 9’2” or 10” variant – Steel, Stainless or Poly. With joystick controller.

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



B I D F O R M
West Michigan Airport Authority

Purchasing Office

_____ Date of Bid

Purchasing Office
270 S. River Avenue
Holland, MI 49423

We, the undersigned, being familiar with specifications and conditions for bidding, propose to furnish vehicles, in accordance with said specifications, and submit a bid therefore as follows:

ONE 2026 Ford F250 4X4 REG CAB XL 142" – with Boss V plow installed

NET BID: \$ _____

Year _____

Delivery Date _____

This bid is net, F.O.B. - and includes any and all costs associated with furnishing and delivering the vehicles as specified.

This bid is firm for a period of thirty (30) days from the date of the bid opening and will not be withdrawn, modified or altered after the bid opening.

Signature of Bidder _____

Company Represented _____

Company Mailing Address _____

Company Telephone Number _____

Email Address _____

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



Section 2-48 Award of Contract or Purchases.

Contracts and purchases shall be awarded to the lowest responsible bidder. In determining "lowest responsible bidder", in addition to price, the purchasing coordinator or the City Council shall consider:

- a. The bidder's ability, capacity and skill to perform the contract or provide the supplies, material, equipment or services required promptly, or within the specified time, without delay or interference.
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c. The bidder's previous and existing compliance with contracts, purchase orders or service.
- d. The bidder's previous and existing compliance with laws and ordinances relating to contracts, purchase orders or services;
- e. The sufficiency of the financial resources of the bidder to perform the contract or provide the supplies, materials, equipment or services.
- f. The availability and adaptability of the supplies, materials, equipment or contractual services to the particular use required.
- g. The bidder's ability to provide future maintenance and service for the use of the subject of the contract.
- h. The number and/or scope of conditions attached to the bid by the bidder.
- i. The brand, make or type of product being proposed by the bidder, and its compatibility with other similar materials or equipment currently owned and operated by the City.

If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder, if any. In all other cases of tied bids, the contract or purchase shall be awarded to one of the tied bidders by drawing lots in public.

Sec. 2-48.1. Preference for local bidders/Holland-based businesses.

The West Michigan Airport Authority will provide the public with state-of-the-art global air access to strengthen the local economy and improve the area's quality of life.

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



(a) *Purpose.* The city finds that its purchasing practices should encourage local vendors to provide goods and/or services to the city, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice businesses to relocate to the city.

(b) *Definition.* Holland-based business means a physical and economic relationship to Holland determined by a verifiable business address (not a P.O. box) within the corporate boundaries of the city, activities carried out in Holland substantial enough to consider it a Holland-based business, and the payment of city property taxes for not less than one year immediately prior to the date of the bid submittal. A Holland-based business shall also include a local vendor which is located outside the geographic boundaries of the City of Holland but within the geographic boundaries of the Macatawa Area Coordinating Council and the governmental unit in which such local vendor is located has an ordinance or a purchasing policy which grants a similar local vendor preference to Holland-based businesses as defined in the first sentence of this paragraph.

(c) *Exceptions.*

(1) Purchases resulting from exigent emergency conditions where any delay in completion or preference would jeopardize public health, safety or welfare of the citizens of the city, or where in the judgment of the manager or his designee the operational effectiveness of a city department or division or a significant city function would be seriously threatened if a purchase was not made expeditiously.

(2) Purchases from any sole source supplier for supplies, materials, or other equipment.

(3) Purchases made through the state's extended purchasing program, or other cooperative purchasing contractual agreements utilized or initiated by the purchasing division.

(4) The procurement of goods and services utilizing the request for proposal (RFP) or best value quote processes where the award is based on criteria other than lowest cost, unless the original solicitation contains the criteria used to affect Holland-based preference.

(5) Bid solicitations that utilize federal funding that prohibits awards based on local preference criteria.

(6) Bid solicitations that utilize "life cycle cost" as the basis of award in place of submitted bid price.

(d) *Preference.* When sealed bids are received under section 2-46, the following shall apply:

(1) The person or business submitting the lowest responsive, responsible bid, according to the requirements of the bidding documents, shall be deemed the lowest bidder. If the lowest bidder is not a Holland-based business, any Holland-based business with a bid within two percent (2%) of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. A lowered bid by a Holland-based business which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work shall be considered non-responsible and will not be considered.

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



(2) If such a Holland-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Holland-based business with a bid within two percent (2%) of the lowest bid shall be deemed the lowest bidder, if it agrees to reduce its bid to match the bid of the lowest bidder.

(3) If no responsive and responsible Holland-based business within two percent (2%) of the lowest bid agrees to reduce its bid, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.

(4) No contract awarded pursuant to this section shall be sublet in any matter that permits 50 percent or more of the dollar value of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of "Holland-based."

(e) *Additional requirements.* In no event shall a Holland-based business be awarded a contract if the business is not current on real and personal property taxes owed to the city.

(f) *Rights of city.* This section shall not waive or constrain, in any manner, the right and prerogative of the city to reject any and all bids or proposals, to reject a bid not accompanied by required bid security or other documentation or data required by the bidding documents, or to reject a bid which is in any way incomplete, irregular, not responsive or not a lowest responsible bidder as defined by Section 2-48 of the Ordinance Code.

(g) *Rules and Regulations.* The city manager, in conjunction with the purchasing coordinator, may prescribe rules and regulations to implement and carry out the intent and purpose of this section. Such rules and regulations shall be consistent with the City Charter and all applicable city ordinances.

"The City of Holland, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Sub Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation will and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award"

The West Michigan Airport Authority reserves the right to accept or reject any or all bids, in whole or part, or rebid if it is in the best interest of the Authority. The Authority also retains the right to waive any informalities/irregularities in the bids, as well as the right to split the award or bid between two or more bidders.



Chris Bush
Inside Sales Specialist

BID FOR
CITY OF HOLLAND
Purchasing Office

7/30/2026

Date of Bid

Purchasing Office
270 S. River Avenue
Holland, MI 49423

We, the undersigned, being familiar with specifications and conditions for bidding, propose to furnish vehicles, in accordance with said specifications, and submit a bid therefore as follows:

2027

ONE ~~2026~~ **Ford F250 4X4 REG CAB XL 142" – with Boss V plow installed**

NET BID: \$ 54,998.28

Year 2026

Delivery Date Q4 2026

This bid is net, F.O.B. and includes any and all costs associated with furnishing and delivering the vehicles as specified.

This bid is firm for a period of thirty (30) days from the date of the bid opening and will not be withdrawn, modified or altered after the bid opening.

Signature of Bidder Chris Bush

Company Represented Viking Cives Great Lakes

Company Mailing Address 1405 Shiga Dr, Battle Creek, MI 49037

Company Telephone Number 269-249-5806

Email Address cbush@vikingcives.com



Viking-Cives Great Lakes
1405 Shiga Drive
Battle Creek, MI 49014

Estimate

Quote#	Date
CB0730261	7/30/2026

Bill To:
City of Holland Finance Office 270 South River Ave Holland, MI 49423

Ship To:
West Michigan Regional Airport 60 Geurink Boulevard Holland, MI 49423

Customer Account	Terms	Sales Rep	Ship Via	Lead Time	Customer PO	Good Thru
	Net 30	Bush	BEST	Q4-26' to Q1-27'		8/30/2026

Item Number	Description	UOM	Unit Price	Quantity	Ext Price
MSC18082	DXT 8'2" Steel	EA	\$2,731.68	1	\$2,731.68
MSC25505	DXT Cold Front Technology with SL4 Plow Box	EA	\$6,373.94	1	\$6,373.94
LTA10200	Undercarriage Ford F250/F350/ F450 F550 2017+	EA	\$764.54	1	\$764.54
MSC25015	CFT Universal Controller & Wiring Harness	EA	\$678.63	1	\$678.63
MSC28015	HARNESS-WIRING,FORD F250-600,20MY+,CFT	EA	\$99.94	1	\$99.94
MSC25016	Vehicle Side Wiring Kit for CFT	EA	\$176.13	1	\$176.13
MSC01570	Cast Iron Plow Shoe w/ Hardware	EA	\$66.91	1	\$66.91
MSC01565	Snow Deflector Kit	EA	\$373.53	1	\$373.53
CHASSIS	2027 F-250 4x4 SD Regular Cab 8' box 142" WB SRW XL Agate Black 7.3L 2V DEVCT NA PFI V8 Gas, TorqShift-G 10-Speed Automatic *See Attached Spec For Full Details*	EA	\$42,369.00	1	\$42,369.00
MISC	Miscellaneous Material - includes any or all of the following: wiring, electricalconnectors, tie downs, clamps, nut, bolts, washers, steel, oil, grease, etc.	EA	\$30.00	1	\$30.00

Accepted by: _____ Date: _____ PO#: _____

*Quoted price does not include any applicable taxes or fees unless otherwise noted.

*Terms are Cash With Order (CWO) unless prior agreed credit

*Terms for established accounts, NET 30 days

*Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis

Sub Total	\$53,664.28
Freight	\$150.00
Discount	\$0.00
Labor	\$1,184.00
Total	\$54,998.28

The price and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of material and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

- Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.
- Conditions not specifically stated herein shall be governed by the established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.
- Unless otherwise stated, Installation charges do not include modifications to exhaust systems, cab protectors or bumpers



proposal #2

GORNO FORD

Eddie Williams

Government Sales

Direct Line: 734-671-4893

Cell: 313-319-3431

E-mail: eddiewilliams@gornoford.com

BID FORM
CITY OF HOLLAND
Purchasing Office

22025 Allen Road
Woodhaven, Michigan 48183

734-676-2200
Fax: 734-671-4375

Purchasing Office
270 S. River Avenue
Holland, MI 49423

8/6/26
Date of Bid

11 AM

We, the undersigned, being familiar with specifications and conditions for bidding, propose to furnish vehicles, in accordance with said specifications, and submit a bid therefore as follows:

ONE 2026 Ford F250 4X4 REG CAB XL 142" - with Boss V plow installed

per year ago NET BID: \$ \$4,122.00

Year 2027

ordered Today Delivery Date approx Oct 15 - Oct 30

This bid is net, F.O.B. and includes any and all costs associated with furnishing and delivering the vehicles as specified.

This bid is firm for a period of thirty (30) days from the date of the bid opening and will not be withdrawn, modified or altered after the bid opening.

Signature of Bidder Eddie Williams (cell 313-319-3431)

Company Represented Gorno Ford

Company Mailing Address 22025 Allen Rd
Woodhaven, MI 48183

Company Telephone Number 734-676-2200

Email Address eddiewilliams@gornoford.com

Options Available for Special order
Ceb steps \$400.00 Chrome pkg w/ Fog lamp \$500.00
Spray in lining \$665.00
Aux Steel Pay \$350.00

Finance Office

270 South River Ave
Holland, MI 49423

P 616 355-1370
F 616 355-1470

cityofholland.com
finance@cityofholland.com

Model # MA240000001193

We have included 2 Bids, one with the BOSS Plow (as Instructed) and One with a Western Plow (Significantly lower priced)

These are for your convenience to choose from and are both from the same vendor.

Thank you!



July 28, 2026

City of Holland Mi
Purchasing Office
270 S. River Ave
Holland, MI 49423

Price on 2027 Vehicle State of Michigan Contract# MA 240000001208 and Macomb County Contract# 21-18 Bid:

OPTION #1- (1)- 2027 Ford F-250 XL Reg Cab 4wd with BOSS V-Plow \$52834.00 ea.

Order Cutoff Date: TBD.

Delivery date: Approximately 90-120 Days A.R.O.

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty. Service to be handled by your local Ford Dealer.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Rich Frieling

Rich Frieling
Government & Fleet Sales

1960 E Main St Owosso, MI 48867, 888-92-FLEET (888.923.5338) Fax 517-625-5832



BID FORM
CITY OF HOLLAND
Purchasing Office

7-28-24
Date of Bid

Purchasing Office
270 S. River Avenue
Holland, MI 49423

We, the undersigned, being familiar with specifications and conditions for bidding, propose to furnish vehicles, in accordance with said specifications, and submit a bid therefore as follows:

ONE 2026 Ford F250 4X4 REG CAB XL 142" - with Boss V plow installed

NET BID: \$ 52,834.⁰⁰

Year 2027

Delivery Date 90-120 day From order

This bid is net, F.O.B. and includes any and all costs associated with furnishing and delivering the vehicles as specified.

This bid is firm for a period of thirty (30) days from the date of the bid opening and will not be withdrawn, modified or altered after the bid opening.

Signature of Bidder [Signature]

Company Represented LUNGHAMER FORD

Company Mailing Address 1960 E Main
Dwossso MI: 48867

Company Telephone Number 800-364-2868 x105

Email Address rfeieling@LunghamerFord.com



Preview Order Q258 - F2B 4x4 Reg Cab SRW: Order Summary Time of Preview: 07/28/2026 09:32:28 Receipt: 7/28/2026

Dealership Name: Lunghamer Ford of Owosso, LLC

Sales Code : F48615

Dealer Rep.	Rich Frieling	Type	Fleet	Vehicle Line	Superduty	Order Code	Q258
Customer Name	Holland	Priority Code	J4	Model Year	2027	Price Level	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 STYLESIDE PICKUP/142	\$48775	50 STATE EMISSIONS	\$0
142 INCH WHEELBASE	\$0	SNOW PLOW PREP PACKAGE	\$350
TOTAL BASE VEHICLE	\$48775	.350 AMP ALTERNATOR	\$0
OXFORD WHITE	\$0	SPARE TIRE AND WHEEL	\$0
VINYL 40/20/40 SEATS	\$0	JACK	\$0
MEDIUM DARK SLATE	\$0	PRICE CONCESSION INDICATOR	\$0
PREFERRED EQUIPMENT PKG.600A	\$0	REMARKS TRAILER	\$0
.XL TRIM	\$0	DUAL BATTERY	\$210
.AIR CONDITIONING -- CFC FREE	\$0	CONN PKG:1 YR INCL W/FORD APP	\$0
.AM/FM STEREO MP3/CLK	\$0	SECURITY PACKAGE: 1 YR INCL	\$0
.7.3L DEVCT NA PFI V8 ENGINE	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.10-SPEED AUTO TORQSHIFT-G	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	FUEL CHARGE	\$0
3.73 ELECTRONIC-LOCKING AXLE	\$430	NET INVOICE FLEET OPTION (B4A)	\$0
JOB #1 ORDER	\$0	PRICED DORA	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	ADVERTISING ASSESSMENT	\$0
10000# GVWR PACKAGE	\$0	DESTINATION & DELIVERY	\$2795
TOTAL BASE AND OPTIONS			MSRP \$52560
DISCOUNTS			NA
TOTAL			\$52560

ORDERING FIN: QA935 END USER FIN: QA935

INCENTIVES

Acc. Code ID :10 Contract/Ref # :21-266V Bid Date :05/11/26State : MI

Customer Name:
Customer Address:

Customer Email:
Customer Phone:



Bostick Truck Center

Salesperson: Dave Beaudoin
1399 Joslyn Ave.
Pontiac, MI. 48340
248-373-6100
sales@bosticktruck.com

Boss

TO
Rich Frieling

Lunghamer Ford
1960 E Main
Owosso, MI 48867
989-725-2888
rfrieling@lunghamerford.com

ESTIMATE	DATE	TOTAL
EST7883	Jul 28, 2026	USD \$10,980.00

DESCRIPTION	RATE	QTY	AMOUNT
MSC18082-CFT - 8'2" V-DXT Municipal price	\$9,635.00	1	\$9,635.00
Snowplow Installation "STANDARD" (6.0) - Assemble Snowplow based on Specific truck height - Install Truck Frame mount (trim bumper or deflector if required) - Install Underhood electrical system - Perform final adjustments(drop speed, scoop config, Headlight adj, hydraulic bleed) - Includes initial fill with Western Hydraulic oil	\$900.00	1	\$900.00
MSC-01565 Boss Rubber Snow deflector Kit - Fits 7'6"-9'2" V-Plows and 7'6"-9'0" straight plows - Includes Rubber flap for Center section on V-Plow and mounting hardware	\$360.00	1	\$360.00
MSC01570 - Shoe Kit	\$85.00	1	\$85.00

SUBTOTAL	\$10,980.00
MI SALES TAX (6%)	\$0.00
TOTAL	USD \$10,980.00

Vehicle Information Given: City of Holland

Estimates Older than 30 days need to be reconfirmed



B I D F O R M
CITY OF HOLLAND
Purchasing Office

August 5, 2026

Date of Bid

Purchasing Office
270 S. River Avenue
Holland, MI 49423

We, the undersigned, being familiar with specifications and conditions for bidding, propose to furnish vehicles, in accordance with said specifications, and submit a bid therefore as follows:

ONE 2026 Ford F250 4X4 REG CAB XL 142"- with Boss V plow installed

NET BID: \$ 54,630.00

Year 2027 Ford F-250 Pickup with Plow

Delivery Date 90-110 Days ARO

This bid is net, F.O.B. and includes any and all costs associated with furnishing and delivering the vehicles as specified.

This bid is firm for a period of thirty (30) days from the date of the bid opening and will not be withdrawn, modified or altered after the bid opening.

Signature of Bidder 

Company Represented Bob Maxey Ford

Company Mailing Address 1833 E. Jefferson Ave., Detroit, MI 48207

Company Telephone Number 313-420-1092

Email Address frank.kurta20@gmail.com

Plow Package meets all aforementioned specifications.



BID FORM
CITY OF HOLLAND
Purchasing Office

8-5-26

Date of Bid

Purchasing Office
270 S. River Avenue
Holland, MI 49423

We, the undersigned, being familiar with specifications and conditions for bidding, propose to furnish vehicles, in accordance with said specifications, and submit a bid therefore as follows:

ONE 2026 Ford F250 4X4 REG CAB XL 142" - with Boss V plow installed

NET BID: \$ 55,555

Year 2026

Delivery Date ASAP

This bid is net, F.O.B. and includes any and all costs associated with furnishing and delivering the vehicles as specified.

This bid is firm for a period of thirty (30) days from the date of the bid opening and will not be withdrawn, modified or altered after the bid opening.

Signature of Bidder Matt Bol

Company Represented Barber Ford, Inc

Company Mailing Address 640 E 8th St

Holland, MI 49423

Company Telephone Number 616-396-2361

Email Address matt.bol@barberford.net



Section 2-48 of the Ordinance Code of the City of Holland

Section 2-48 Award of Contract or Purchases.

Contracts and purchases shall be awarded to the lowest responsible bidder. In determining "lowest responsible bidder", in addition to price, the purchasing coordinator or the City Council shall consider:

- a. The bidder's ability, capacity and skill to perform the contract or provide the supplies, material, equipment or services required promptly, or within the specified time, without delay or interference.
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c. The bidder's previous and existing compliance with contracts, purchase orders or service.
- d. The bidder's previous and existing compliance with laws and ordinances relating to contracts, purchase orders or services;
- e. The sufficiency of the financial resources of the bidder to perform the contract or provide the supplies, materials, equipment or services.
- f. The availability and adaptability of the supplies, materials, equipment or contractual services to the particular use required.
- g. The bidder's ability to provide future maintenance and service for the use of the subject of the contract.
- h. The number and/or scope of conditions attached to the bid by the bidder.
- i. The brand, make or type of product being proposed by the bidder, and its compatibility with other similar materials or equipment currently owned and operated by the City.

If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder, if any. In all other cases of tied bids, the contract or purchase shall be awarded to one of the tied bidders by drawing lots in public.



Sec. 2-48.1. Preference for local bidders/Holland-based businesses.

(a) *Purpose.* The city finds that its purchasing practices should encourage local vendors to provide goods and/or services to the city, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice businesses to relocate to the city.

(b) *Definition.* Holland-based business means a physical and economic relationship to Holland determined by a verifiable business address (not a P.O. box) within the corporate boundaries of the city, activities carried out in Holland substantial enough to consider it a Holland-based business, and the payment of city property taxes for not less than one year immediately prior to the date of the bid submittal. A Holland-based business shall also include a local vendor which is located outside the geographic boundaries of the City of Holland but within the geographic boundaries of the Macatawa Area Coordinating Council and the governmental unit in which such local vendor is located has an ordinance or a purchasing policy which grants a similar local vendor preference to Holland-based businesses as defined in the first sentence of this paragraph.

(c) *Exceptions.*

(1) Purchases resulting from exigent emergency conditions where any delay in completion or preference would jeopardize public health, safety or welfare of the citizens of the city, or where in the judgment of the manager or his designee the operational effectiveness of a city department or division or a significant city function would be seriously threatened if a purchase was not made expeditiously.

(2) Purchases from any sole source supplier for supplies, materials, or other equipment.

(3) Purchases made through the state's extended purchasing program, or other cooperative purchasing contractual agreements utilized or initiated by the purchasing division.

(4) The procurement of goods and services utilizing the request for proposal (RFP) or best value quote processes where the award is based on criteria other than lowest cost, unless the original solicitation contains the criteria used to affect Holland-based preference.

(5) Bid solicitations that utilize federal funding that prohibits awards based on local preference criteria.

(6) Bid solicitations that utilize "life cycle cost" as the basis of award in place of submitted bid price.

(d) *Preference.* When sealed bids are received under section 2-46, the following shall apply:

(1) The person or business submitting the lowest responsive, responsible bid, according to the requirements of the bidding documents, shall be deemed the lowest bidder. If the lowest bidder is not a Holland-based business, any Holland-based business with a bid within two percent (2%)



of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. A lowered bid by a Holland-based business which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work shall be considered non-responsible and will not be considered.

(2) If such a Holland-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Holland-based business with a bid within two percent (2%) of the lowest bid shall be deemed the lowest bidder, if it agrees to reduce its bid to match the bid of the lowest bidder.

(3) If no responsive and responsible Holland-based business within two percent (2%) of the lowest bid agrees to reduce its bid, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.

(4) No contract awarded pursuant to this section shall be sublet in any matter that permits 50 percent or more of the dollar value of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of "Holland-based."

(e) *Additional requirements.* In no event shall a Holland-based business be awarded a contract if the business is not current on real and personal property taxes owed to the city.

(f) *Rights of city.* This section shall not waive or constrain, in any manner, the right and prerogative of the city to reject any and all bids or proposals, to reject a bid not accompanied by required bid security or other documentation or data required by the bidding documents, or to reject a bid which is in any way incomplete, irregular, not responsive or not a lowest responsible bidder as defined by Section 2-48 of the Ordinance Code.

(g) *Rules and Regulations.* The city manager, in conjunction with the purchasing coordinator, may prescribe rules and regulations to implement and carry out the intent and purpose of this section. Such rules and regulations shall be consistent with the City Charter and all applicable city ordinances.

"The City of Holland, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Sub Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation will and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award"



July 24, 2026

TO: PROSPECTIVE BIDDERS

RE: New Vehicle – Truck Bids

The West Michigan Regional Airport Authority will receive sealed bids, with the assistance of the City of Holland, from prospective bidders to furnish and deliver one (1) 2026 Ford F-250 three-quarter-ton 4x4 pickup truck with an installed Boss V-plow for use by the West Michigan Regional Airport.

Sealed bids will be received by the City of Holland Finance Office, located in Holland City Hall at 270 South River Avenue, Holland, Michigan 49423, until 11:00 a.m. on Thursday, August 6, 2026. Bids received by the deadline will be publicly opened and read at that time. Bidders are invited, but not required, to attend the bid opening.

Bids must be submitted using the Bid Form included in this solicitation. Each bid must be enclosed in a sealed envelope plainly marked "2026 FORD F-250 WITH PLOW VEHICLE BID."

All bids shall be net, F.O.B. destination, and shall include all costs associated with furnishing and delivering the completed vehicle to West Michigan Regional Airport, 60 Geurink Boulevard, Holland, Michigan 49423.

Bids are to be irrevocable for a period of thirty (30) days from the date of the bid opening and shall not be withdrawn, modified or altered after the bid opening. In case of default by the selected vendor, the City of Holland may procure its requirements from another vendor, without going through additional bidding procedures, and hold the original vendor liable for any increased costs.

The City of Holland reserves the right to accept or reject any or all bids, to waive any irregularities/informalities in the bids received and to split the bid if deemed desirable by the City.

Contracts and Purchase Orders shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the items set forth in Section 2-48 (Award of contracts and Purchases) and Section 2-48.1 (Preference for Local Bidders/Holland- Based Businesses) of the Ordinance Code of the City of Holland shall be considered.

The City of Holland reserves the right to consider use of the State of Michigan contract Purchasing Program or other purchasing programs available to Michigan local units of government that have met bid requirements for identical vehicle/equipment.

Matt Neyens
Airport Manager
(616) 414-0726



GENERAL CONDITIONS

- Servicing - Pre-delivery servicing and inspection, including wheel balancing, shall be performed prior to delivery of the vehicle.
- Acceptance - Inspection for acceptance will be made by the respective department heads or their authorized representatives.
- Insignia - NO DEALER INSIGNIA is to be attached to any vehicle or equipment furnished and/or supplied under this bid request and the attached specifications.
- Warranty - All vehicles and equipment furnished and/or supplied under this bid request are to carry the standard warranty that is offered to the general public.
- Literature - Each bidder shall submit with his bid, and it shall be made a part thereof, regularly printed literature, as published by the manufacturer, which sets out and describes the vehicles and equipment he proposes to furnish and/or supply under this bid request and the attached specifications.
- Titles - All bids are to include the cost of a State of Michigan Title or a manufactures Certificate of Origin for any vehicle or equipment furnished and/or supplied under this bid request and the attached specifications.
- Trade-in There will be no vehicles for trade-in.
- Model Year & Delivery- The City of Holland will allow bidders to submit a bid on 2026 model year vehicles. It is recognized that the bidder may need to make that determination based on availability and ordering dates. Delivery information will also be required and will be a consideration in the award of the bid.
- Or Equal - The City has specified a certain make and model of vehicle to be bid, followed by the words "or equal." Bidders may submit a bid for a make and model not specified if it meets the General Conditions and Vehicle Specifications outlined in this bid package. The City reserves the right to make the determination as to whether a specific make or model submitted in this category is acceptable in terms of meeting specifications and being comparable in all aspects of its physical characteristics.



GENERAL CONDITIONS cont.

- Award of Bid** Contracts and Purchase orders shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the items set forth in Section 2-48 (Awards of Contract and Purchases) and Section 2-48.1 (Preference for Local Bidders/Holland-Based Businesses) of the Ordinance Code of the City of Holland shall be considered. The City of Holland reserves the right to consider use of the State of Michigan contract Purchasing Program or other programs available to Michigan local units of government that have met bid requirements for identical vehicles/equipment.
- Contact Person -** If you have any questions, please contact Matt Neyens, 616-414-0726

Specifications for (1), 2026 Ford F250 4X4 REG CAB XL 142" – with Boss V plow installed

To be used by the West Michigan Regional Airport.

Truck: 2026 Ford F250 SRW 4X4 REG CAB, XL 142" WB Style side

Engine: Minimum 6.8 Liter

Transmission: Heavy Duty 10 Speed Automatic

Differential: Limited Slip or Electronic Locking Differential

Chassis: 4X4 with Locking Hubs.

Tires: Minimum; Tires: LT245/75Rx17E (with all season tread) – Full-Size Spare

Exterior: Power Heated Side Mirrors

Interior: Power Door Locks
Power Windows
Remote Keyless Entry w/Integrated Key Transmitter

Electrical: Twelve (12) Volt System
160 Amp Alternator
Dual Batteries – 780 CCA Amp

Color: Exterior is to be White Grey or Black.



Snowplow Specifications for Ford F250 Pickup

Boss Super Duty steel 8'2" DXT V Blade Snowplow
Standard Equipment:

- Smart Hitch 2
- Joystick Controller
- Smart Light 2
- Smart Shield
- High-Performance Hydraulic Package
- Enclosed Hydraulics
- Chainless Hydraulic Cylinder Lifting System
- Full Moldboard Trip Design
- Reinforced Moldboard
- Cast-Iron Plow Shoes
- Blade Shock Absorbers
- Snow Flap
- Heavy Duty Push Frame and Quadrant
- Rubber Snow Deflector Installed
- 2 Year Limited Warranty

Project Manual

for

Remark Runway 8-26

Prepared for

**West Michigan Regional Airport
Holland, Michigan**

MDOT Grant No. 2026-0687

MDOT Job No. 227174 Con

Mead & Hunt Project No. 0819900-260565.01

Prepared by



August 4, 2026

BIDS DUE: August 18, 2026, 11:00 am (local time)

TABLE OF CONTENTS

Advertisement for Bids	5
Type of Work, Project Location and Schedule	9
Contract Proposal	11
Instructions to Bidders	13
Price Form	15
Acknowledgements by Bidder.....	17
General Provisions	23
Special Provision 3 – Insurance	71
Special Provision 4 – Bonding.....	73
Special Provision 5 – W-9	74
Special Provision 10 – Insurance and Liability Additional Provisions.....	81
Technical Specifications	83

ADVERTISEMENT FOR BIDS

West Michigan Airport Authority will receive bids for the **West Michigan Regional Airport - Remark Runway 8-26 Project, until 11:00 am (local time) Tuesday, August 18, 2026**. Bids received after the stated time will not be accepted. Bids will be publicly opened and read aloud at the Lansing office of Mead & Hunt, Inc., immediately following the time stated above. Contractors are welcome to attend the electronic bid opening if interested, though attendance is not required.

All bidders shall submit evidence of qualification meeting the requirements of General Contract Provisions 20-02. MDOT prequalification is an acceptable form of evidence. The net classification applicable to the prime contractor for this project is N3. If the prime contractor is not prequalified in the classification of N3 for pavement marking, a designated subcontractor must be used for these respective portions of work. Subcontractors must be designated prior to award of the contract to the confirmed low bidder. Other subcontractors shall be prequalified in their respective work area.

There is no DBE requirement for this project.

SEALED HARD COPY (PAPER) Bids only will be accepted at Mead & Hunt, 2605 Port Lansing Rd, Lansing, MI 48906. Bids must be marked with project name on the outer envelope. No bids will be accepted after 11:00 am on August 18, 2026.

Bidders will submit a proposal guaranty in the form of a proposal bond, in the amount of not less than five (5) percent of the bid sum. The proposal guaranty shall be made payable to West Michigan Airport Authority. If the selected contractor fails to provide the required materials and/or execute the contract within fifteen (15) days after being furnished with the necessary contract and bond forms, the proposal guaranty will be forfeited to the Sponsor in accordance with Section 30-08 of the General Provisions. The successful bidder will be required to furnish satisfactory 100 percent performance bond as well as labor and material bond. No bid may be withdrawn after closing time for the receipt of proposals for a period of forty-five (45) calendar days.

West Michigan Airport Authority, reserves the right to reject any and all bids, and to waive any informalities in bidding or to accept the bids or bid, should it consider same to be in its best interest.

There is no pre-bid meeting for this project. Potential bidders are encouraged to reach out to Matt Neyens, Airport Manager, at West Michigan Regional Airport with any questions.

Scope of Work

This project consists of pavement remarking on Runway 8-26.

The project shall be complete and ready for final inspection within one (1) day from the effective date of Notice-to-Proceed.

Availability of Documents

Complete digital project bidding documents will be available through www.questcdn.com, beginning at 5:00 pm, August 4, 2026, and may be downloaded for \$22.00 by inputting Quest project #10309495 on the website's Project Search page. Those wishing to download the bidding documents electronically do so at their own risk for completeness of the bidding documents. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance. No online bids will be accepted.

Technical questions about the project should be directed to Jeff Thoman, Mead & Hunt, Inc., 2605 Port Lansing Road, Lansing, MI, (517) 908-3120, jeff.thoman@meadhunt.com.

This project is being funded in part by the Michigan Department of Transportation. All bidders are required to comply with applicable Federal and State laws and regulations.

Civil Rights-Title VI Assurance

(49 USC § 47123, FAA Order 1400.11)

Title VI Solicitation Notice

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Disadvantaged Business Enterprise

(49 CFR Part 26, 49 USC § 47113)

Bid Information submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53. As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53. As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Federal Fair Labor Standards Act (29 USC § 201, et seq, 2 CFR § 200.430)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Trade Restriction Certification

(49 USC § 50104, 49 CFR Part 30)

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001. The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:
 - 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
 - 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
 - 3) who incorporates in the public works project any product of a foreign country on such USTR list. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith,

the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous. This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Buy American Preference

(Title 49 USC § 50101, Executive Order 14005,
Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58), Build America, Buy America (BABA))

Davis-Bacon Requirements

(2 CFR § 200, Appendix II(D), 29 CFR Part 5, 49 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147)

Debarment and Suspension

(2 CFR Part 180 (Subpart B), 2 CFR Part 200, Appendix II(H), 2 CFR Part 1200, DOT Order 4200.5,
Executive Orders 12549 and 12689)

Lobbying and Influencing Federal Employees

(31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I),
49 CFR Part 20, Appendix A)

Prohibition of Covered Unmanned Aircraft Systems (UAS)

(FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936, 49 USC § 44801 note)

Procurement of Recovered Materials

(2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247,
42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA)))

TYPE OF WORK, PROJECT LOCATION AND SCHEDULE

Mead & Hunt Project No.

0819900-260565.01

Work Description

The project will consist of pavement remarking on Runway 8-26.

Work Location

The work will be accomplished at the West Michigan Regional Airport, Holland, MI.

Airport Sponsor/Owner

West Michigan Airport Authority

Consultant – Mead & Hunt, Inc.

Questions regarding the contract, plans and specifications should be directed to:

Jeff Thoman, PE
Mead & Hunt, Inc.
2605 Port Lansing Road
Lansing, MI 48906
517-908-3120

Liquidated Damages

Liquidated Damages in the amount of \$2,500.00 shall be assessed for each calendar day construction exceeds 1 day for the total project.

Schedule

The project is expected to start in September 2026.

The contract time for this project will be one (1) calendar day.

Applicable Standards

This project shall follow all current Federal, State, and local regulations and has been designed in accordance with Federal Aviation Administration standards in effect at the time of bidding. The Construction Safety and Phasing Plan is in accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction. The FAA General Provisions and Technical Specifications are in accordance with FAA Advisory Circular 150/5370-10H, Standard Specifications for Construction of Airports. Copies of applicable FAA Standards may be obtained online at: https://www.faa.gov/airports/resources/advisory_circulars/.

Contract Proposal
MDOT Grant No.: 2026-0687
MDOT Job No.: 227174 Con

To: West Michigan Regional Airport
Holland, Michigan

The undersigned, in compliance with the request for bids for construction of the following Project

REMARK RUNWAY 8-26

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the Project Manual, Project Drawings and issued Addenda within the specified time of performance for the following prices:

Refer to following pages:

PROPOSAL/INSTRUCTIONS TO BIDDERS

PROJECT DESCRIPTION: Airfield Pavement Crack Sealing & Marking
 LOCATION: Pellston Regional Airport
 Pellston, Michigan

SPONSOR: Emmet County

Project No. _____
 SL-2026-MAC-25,26

Sealed bids are due on **Tuesday, August 18, 2026, at 11:00am (local time)** and will be opened immediately following the deadline. Bids will be opened and read aloud at **Mead & Hunt, Inc., 2605 Port Lansing Road, Lansing, Michigan 48906**. The bidders shall submit the fully completed Proposal Forms, Attachments, Proposal Guarantee, and paper Schedule of Items.

All bidders must be MDOT prequalified. The net classification required for the prime contractor on this project is N3. If the prime contractor is not prequalified in this classification, prequalified subcontractors must be used. Subcontractors must be designated prior to award of the contract to the confirmed low bidder.

Prime Contractor shall be required to self-perform a minimum of 80% of the total contract cost.

There is no DBE requirement for this project.

Where a LUMP (sum) is called for, it shall be entered only in the "Bid Amount" column.

The unit prices, as stated, will govern in determining the correct total of the bid.

This project will only accept sealed hard copy (paper) bids at Mead & Hunt, 2605 Port Lansing Rd., Lansing, MI 48906. Sealed bids must be marked with the project name on the outer envelope.

If you need assistance please contact QuestCDN.com at 952-233-1632 or info@questcdn.com regarding free membership registration, downloading, and working with this project information.

Bids submitted after 11:00 am (local time) on the letting day will not be accepted.

NOTE: Any financial or propriety information submitted in response to this Bid Document will become a public record subject to disclosure under the Freedom of Information Act. THE INFORMATION WILL NOT BE TREATED AS CONFIDENTIAL.

After review of all bid documents for mathematical errors, the proposal of the apparent low bidder will then be reviewed for discrepancies until a proposal meeting all requirements is found.

The undersigned has examined the plans, specifications and the location of the work described in the proposal for this project and is fully informed as to the nature of the work and the conditions relating to its performance and understands that the quantities shown are approximate only and are subject to either increase or decrease.

The undersigned hereby proposes to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as otherwise specified and, for each unit price, lump sum to complete the work in strict accordance with the plans therefore and the entire proposal, which is incorporated by reference in these pages, and in strict conformity with the requirements of the General Provisions and such other Special or Supplemental Provisions and Supplemental Specifications as may be a part of this proposal.

The undersigned further proposes to do such extra work as may be authorized by the Sponsor, prices for which are not included in the itemized bid. Compensation shall be made on the basis agreed upon before such extra work is begun.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE SPONSOR RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND NO CONTRACTUAL RELATIONSHIP SHALL EXIST BETWEEN THE UNDERSIGNED AND THE SPONSOR FOR THE WORK DESCRIBED HEREIN UNTIL SUCH TIME AS A CONTRACT HAS BEEN FORMALLY EXECUTED BY BOTH THE UNDERSIGNED AND THE SPONSOR.

The undersigned agrees upon submitting this bid that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal for the above project.

The undersigned encloses shall submit a proposal guaranty in the form of a proposal bond, in the amount of not less than five (5) percent of the bid sum. The proposal guaranty shall be made payable to West Michigan Airport Authority. If the selected contractor fails to provide the required materials and/or execute the contract within fifteen (15) days after being furnished with the necessary contract and bond forms, the proposal guaranty will be forfeited to the Sponsor in accordance with Section 30-08 of the General Provisions. The successful bidder will be required to furnish satisfactory 100 percent performance bond as well as labor and material bond.

IT IS FURTHER UNDERSTOOD AND AGREED THAT IF THE SPONSOR, AFTER RECEIVING FROM THE UNDERSIGNED ALL REQUIRED MATERIALS, DETERMINES THAT IT IS NOT IN THE BEST INTEREST OF THE SPONSOR TO EXECUTE AND ENTER INTO SAID CONTRACT, THE PROPOSAL GUARANTY WILL BE PROMPTLY RETURNED.

It is understood that the proposal guaranty of the undersigned will NOT be returned until all steps have complied with the General Provisions. The proposal guarantees of all except the successful bidder will be returned promptly.

The undersigned has examined and carefully studied the following addenda, receipt of which is hereby acknowledged.

BID SCHEDULE

**West Michigan Regional Airport
Remark Runway 8-26**

Option A

ITEM NO.	SPEC NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM SUBTOTAL
P-620-5.1a	P-620	Remarking Airport Pavement Marking, Solid, White, with Type I Gradation A Beads	SFT	84,540		
P-620-5.2a	P-620	Remarking Airport Pavement Marking, Solid, Yellow, with Type I Gradation A Beads	SFT	4240		
Total						

Option B

P-620-5.1a	P-620	Remarking Airport Pavement Marking, Solid, White, with Type III Beads	SFT	84,540		
P-620-5.2a	P-620	Remarking Airport Pavement Marking, Solid, Yellow, with Type III Beads	SFT	4,240		
Total						

TOTAL BID FOR OPTION A IN NUMERALS: _____

TOTAL BID FOR OPTION A IN WORDS: _____

TOTAL BID FOR OPTION B IN NUMERALS: _____

TOTAL BID FOR OPTION B IN WORDS: _____

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER hereby proposes to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as otherwise specified and, for each unit price and lump sum to complete the work in strict accordance with the plans therefore and the entire proposal, which is incorporated by reference in these pages, and in strict conformity with the requirements of the General Provisions and such other Special or Supplemental Provisions and Supplemental Specifications as may be a part of this proposal. The BIDDER further proposes to do such extra work as may be authorized by the OWNER, prices for which are not included in the itemized bid. Compensation shall be made on the basis agreed upon before such extra work is begun.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a proposal bond in the amount of **5.0%** of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure should it consider same to be in its best interest.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **Forty-Five (45) Calendar Days** from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract and provide executed payment and performance bonds within **Fifteen (15) Calendar Days** of the notice-of-award. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within **Ten (10) Calendar Days** of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **One (1) Calendar Day** from the commencement date specified in the Notice-to-Proceed.
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **\$2,500.00 per Calendar Day** as a liquidated damage to the OWNER.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **0 percent** for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the attached forms, "Utilization Statement" and "Letter of Intent".
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each

classification and type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 2. Has 50 or more employees.
 3. Is a prime contractor or first tier subcontractor.
 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more
- l. The undersigned acknowledges receipt of the following addenda:

Addendum Number ____ dated _____ Received _____

Addendum Number ____ dated _____ Received _____

Addendum Number ____ dated _____ Received _____

Addendum Number ____ dated _____ Received _____

REPRESENTATIONS BY BIDDER

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

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- e. The BIDDER has correlated their observations with that of the project documents.
- f. 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.
- g. 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.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Required Contract Provisions:** The BIDDER, as a potential federally-assisted construction contractor, certifies that it is responsible for compliance with all Federal, State, and Local contract provision requirements. The BIDDER (including all subcontractors) shall:
 1. insert these contract provisions in each lower tier contract (subcontract or sub-agreement);
 2. incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
 3. be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

ATTACHMENTS TO THIS BID

The following documents are attached to, made a part of and are to be submitted with this Bid:

1. Bid Guaranty in the form of proposal bond/cashier's check/certified check
2. Acknowledgements by Bidder
3. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____

Doing Business as: _____ *(Signature of Individual)*

Business Address: _____

Telephone Number: _____

Email: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____

(Authorized Signature)

(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____

Business Address: _____

Telephone Number: _____ Email: _____

IF A CORPORATION:

Corporation Name: _____

By: _____

(Authorized Signature)

(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____ (CORPORATE SEAL)

Telephone Number: _____ Email: _____

ATTEST:

By: _____

(Authorized Signature)

Name and Title: _____

IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____

(Authorized Signature)

(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)

(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

MEAD & HUNT, INC. 7/26/2026

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.

MEAD & HUNT, INC. 7/26/2026

Paragraph Number	Term	Definition
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

MEAD & HUNT, INC. 7/26/2026

Paragraph Number	Term	Definition
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.

MEAD & HUNT, INC. 7/26/2026

Paragraph Number	Term	Definition
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

MEAD & HUNT, INC. 7/26/2026

Paragraph Number	Term	Definition
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is West Michigan Airport Authority.
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'

MEAD & HUNT, INC. 7/26/2026

Paragraph Number	Term	Definition
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.

MEAD & HUNT, INC. 7/26/2026

Paragraph Number	Term	Definition
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.

MEAD & HUNT, INC. 7/26/2026

Paragraph Number	Term	Definition
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

MEAD & HUNT, INC. 7/26/2026

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). The "Advertisement for Bids" included in the front of this Specifications 'Book' has been published at such places and at such times as required by local law or ordinances and is made a part of the "Contract Documents."

The Bid Advertisement provides the following information for Bidders:

- time and place for submitting sealed proposals;
- description of the proposed work;
- instructions about obtaining proposal forms, plans, and specifications;
- Contractor's requirements (license, registration, etc);
- required Federal Provisions solicitation language;
- the proposal guaranty required; and
- the Owner's right to reject any and all bids.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

There shall be no direct payment for Mobilization. Mobilization shall be considered incidental to the project.

No Prebid meeting will be held. Questions about the project shall be directed to Airport Manager,
Matthew Nyens.

MEAD & HUNT, INC. 7/26/2026

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily 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.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding 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 provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and 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 to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

MEAD & HUNT, INC. 7/26/2026

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal shall be submitted as directed in the project advertisement and instruction to bidders.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than 7 days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

MEAD & HUNT, INC. 7/26/2026

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 45 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the

MEAD & HUNT, INC. 7/26/2026

fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

MEAD & HUNT, INC. 7/26/2026

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the Owner's opinion, is necessary for completion of the extra work.

When determined by the Owner to be in the Owner's best interest, the Owner may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, the Owner may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available

MEAD & HUNT, INC. 7/26/2026

to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Owner shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Owner in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

MEAD & HUNT, INC. 7/26/2026

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the Owner and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the Owner; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the Owner's approval in advance of such use.

Should the Owner approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the Owner approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

MEAD & HUNT, INC. 7/26/2026

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (Owner). The Owner has final authority regarding the interpretation of project specification requirements. The Owner shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the Owner finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, work may be accepted and remain in place. The Owner will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the Owner finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the Owner's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the Owner's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the Owners's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the Owner with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The Owner will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the Owner for an interpretation and decision, and such decision shall be final.

MEAD & HUNT, INC. 7/26/2026

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

1. Insurance
2. Bonding
3. W-9

50-05 Cooperation of Contractor. The Contractor shall be supplied with an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the Owner and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Owner or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Contractor shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are

MEAD & HUNT, INC. 7/26/2026

not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the OWNER for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The OWNER shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the OWNER requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the OWNER of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the OWNER may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the OWNER as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the OWNER. Work done contrary to the instructions of the OWNER, work done beyond the lines shown on the plans or as established by the OWNER, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the OWNER made under the provisions of this subsection, the OWNER will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course

MEAD & HUNT, INC. 7/26/2026

under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the OWNER shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the OWNER's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the OWNER to make final inspection of that unit. If the OWNER finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the OWNER may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The OWNER shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the OWNER will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the OWNER will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the OWNER in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the OWNER is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the

MEAD & HUNT, INC. 7/26/2026

fact that the OWNER has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the OWNER who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

MEAD & HUNT, INC. 7/26/2026

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the OWNER as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the OWNER's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the OWNER before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the OWNER shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the OWNER, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the OWNER. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the OWNER.

A copy of all Contractor QC test data shall be provided to the OWNER daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the OWNER showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The OWNER may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the OWNER.

MEAD & HUNT, INC. 7/26/2026

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The OWNER shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The OWNER reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The OWNER or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the OWNER conduct plant inspections, the following conditions shall exist:

- a. The OWNER shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The OWNER shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the OWNER, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The OWNER shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the OWNER. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the OWNER. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the OWNER a copy of the property Owner’s permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The

MEAD & HUNT, INC. 7/26/2026

Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the OWNER.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the OWNER has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

MEAD & HUNT, INC. 7/26/2026**Section 70 Legal Regulations and Responsibility to Public**

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the OWNER.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the OWNER, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

MEAD & HUNT, INC. 7/26/2026

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the OWNER. If the OWNER determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the OWNER reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is in the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

MEAD & HUNT, INC. 7/26/2026

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the OWNER, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the OWNER’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor’s responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities

MEAD & HUNT, INC. 7/26/2026

during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the OWNER.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the OWNER.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the OWNER and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the OWNER continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of

MEAD & HUNT, INC. 7/26/2026

seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the OWNER. The OWNER will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

MEAD & HUNT, INC. 7/26/2026

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Special Provisions

END OF SECTION 70

MEAD & HUNT, INC. 7/26/2026**Section 80 Execution and Progress**

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least 80 percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the OWNER 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the OWNER at least 72 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the OWNER's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the OWNER, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The OWNER will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the OWNER's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the OWNER at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work

MEAD & HUNT, INC. 7/26/2026

schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the OWNER) at least 72 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the OWNER and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

None

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the OWNER, does not perform his work in a

MEAD & HUNT, INC. 7/26/2026

proper and skillful manner or is intemperate or disorderly shall, at the written request of the OWNER, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the OWNER.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the OWNER may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the OWNER. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the OWNER to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the OWNER determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the OWNER may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the OWNER within the time period stated in the OWNER's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The OWNER will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

MEAD & HUNT, INC. 7/26/2026

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

The maximum construction time allowed for Schedules will be the sum of the time allowed for individual schedules but not more than the number of days shown in the plans. 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, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

MEAD & HUNT, INC. 7/26/2026

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the OWNER will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the OWNER.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the OWNER prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

MEAD & HUNT, INC. 7/26/2026**Section 90 Measurement and Payment**

90-01 Measurement of quantities. All work completed under the contract will be measured by the OWNER, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the OWNER.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the OWNER in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the OWNER and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the OWNER. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the OWNER directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level

MEAD & HUNT, INC. 7/26/2026

Term	Description
	capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the OWNER before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials

MEAD & HUNT, INC. 7/26/2026

Term	Description
	received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighting (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the OWNER can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the OWNER. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or

MEAD & HUNT, INC. 7/26/2026

indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the OWNER shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the OWNER omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the OWNER's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the OWNER's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the OWNER's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the OWNER, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

Retainage will not be withheld on this project. No retainage will be withheld by the Owner from progress payments due the prime Contractor. Retainage by the prime or subcontractors is prohibited, and no retainage will be held by the prime from progress due subcontractors.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

When at least 95% of the project work has been completed to the satisfaction of the OWNER, the OWNER shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the OWNER to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

MEAD & HUNT, INC. 7/26/2026

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the OWNER at or on an approved site.
- b. The Contractor has furnished the OWNER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the OWNER with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the OWNER will prepare the final

MEAD & HUNT, INC. 7/26/2026

estimate of the items of work actually performed. The Contractor shall approve the OWNER's final estimate or advise the OWNER of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the OWNER shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the OWNER's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the OWNER's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the OWNER's final estimate, and after the OWNER's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

MEAD & HUNT, INC. 7/26/2026

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the OWNER approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

**SPECIAL MDOT PROVISION 3
INSURANCE**

The Contractor, prior to execution of the contract, shall file with the Sponsor, a Certificate or Certificates of Insurance showing that he/she has complied with the insurance requirements set forth in Special Provisions 10. This must be Michigan Department of Transportation Form 1304A, "Certificate of Insurance for Construction and Reconstruction of Michigan Department of Transportation Highway/Aeronautics Projects" (sample on next page).

PROOF OF INSURANCE FOR CONSTRUCTION AND RECONSTRUCTION OF MICHIGAN DEPARTMENT OF TRANSPORTATION HIGHWAY/AERONAUTICS PROJECTS

Information required by the Federal specifications for Highway construction and/or Act 327, P.A. of 1945 to verify insurance.

INSTRUCTIONS: Complete and return to MDOT-Awards@michigan.gov.

The subscribing insurance company certifies that insurance of the types and for limits of liability covering the work under contract with MDOT or airport owner has been obtained by the contractor named below.

Such insurance, here certified, is written in accordance with the company's regular policies and endorsements subject to the company's applicable manuals of rules and rates, except (1) the insurance shall not be subject to the usual "x" - explosion, "c" - collapse or "u" - underground property damage exclusions.

NAME OF INSURED				
ADDRESS		CITY		STATE
TELEPHONE NO.		FAX NO.		

TYPE OF INSURANCE	POLICY NUMBER & NAME OF INSURANCE COMPANY (If more than one)	POLICY DATES (MM/DD/YY)		LIMITS: Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 BODILY INJURY AND PROPERTY DAMAGE LIABILITY
		EFFECTIVE	EXPIRATION	
General Liability				General Aggregate
Commercial General Liability				Prods. comp/ops Aggregate
Claims Made Occurrence				Personal Advertising Inj.
\$_____ P.D. Deductible				Each Occurrence
☐ XCU Exclusion				Fire Damage (any one fire)
☐ Contractual Exclusion				Medical Exp. (any one person)
AUTOMOTIVE LIABILITY				Combined Single Limit (Minimum \$2,000,000.00)
☐ Any Auto				Bodily Injury (per person) (Minimum \$500,000.00)
☐ All Owned Autos				Bodily Injury (per accident) (Minimum \$1,000,000.00)
☐ Scheduled Autos				Property Damage (Minimum \$1,000,000.00)
☐ Hired Autos				
Non-Owned Autos				Each Occurrence
☐ Garage Liability				Aggregate
☐ Umbrella				Each Occurrence
☐ Excess Liability Other Than Umbrella				Aggregate
☐ WORKERS COMPENSATION AND EMPLOYERS LIABILITY				STATUTORY
				\$ (Each Accident)
				\$ (Disease - Policy Limit)
				\$ (Disease - Each Empl.)
Other				

NAME OF AGENCY		NAME OF INSURANCE COMPANY (If only one for all policies)		
ADDRESS		CITY		STATE
TELEPHONE NO.		FAX NO.		
AUTHORIZED REPRESENTATIVE SIGNATURE (Required)				DATE

**SPECIAL MDOT PROVISION 4
BONDING**

In addition to the security required by Act 213, P.A. 1963, and Section 30-05 of the General Provisions, the successful bidder on this project shall furnish a satisfactory lien bond written by the same surety as the standard statutory performance bond, in an amount not less than the total contract price, which additional bond shall secure the payment of all claims:

1. Lienable under the terms of said statute:
2. Notice of which is not given by subcontractors within the statutory period, but
 - (a) Notice of which is not given by subcontractors within sixty (60) days after notice of the payment of the final estimate or post final estimate having been made by the Department of Transportation; or
 - (b) In the case of a supplier to the contractor or a subcontractor, within 120 days after the materials are last furnished.

Said addition bond shall conform with the terms of said statute in all respects except the time within which the notice of lien claims must be given, as provided herein.

SPECIAL MDOT PROVISION 5
W-9

In order for payments to be issued through the Michigan Department of Transportation the designated low bidder, prior to award of the contract, shall file with the contracting office a 'Request for Taxpayer Identification Number and Certification.' This must be US Department of Treasury, Internal Revenue Service Form W-9. Following on the next page is the W-9, which must be completed and returned to the contracting office prior to the award of this contract.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Special Provision 10

INSURANCE AND LIABILITY ADDITIONAL PROVISIONS

- a.) The CONTRACTOR shall, throughout the period of this Agreement, provide commercial general liability insurance covering all operations of the CONTRACTOR, its agents and employees, including but not limited to, premises and automobiles, with minimum liability limits as set forth below; or, in the alternative, require that any subCONTRACTOR comply fully with the provisions of this paragraph. The CONTRACTOR shall also procure and maintain, throughout the period of this Agreement, Workers' compensation insurance coverage for all of its employees involved in the performance of this Contract and employers' liability insurance. Certificates evidencing workers' compensation and employers' liability insurance shall be provided to the OWNER. The OWNER and its directors, officers, agents and employees shall be named as additional insureds of all applicable insurance policies. All insurance policies and certificates must include an endorsement providing thirty (30) days prior written notice to the OWNER, AERO, FAA, or other governmental agencies of cancellation of coverage, except ten (10) days for non-payment of premium. The CONTRACTOR shall cease operations on the occurrence of any such cancellation or reduction in coverage, and it shall not resume operations until new insurance is in full force and effect. The CONTRACTOR and any of its sub CONTRACTORS shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the OWNER, its directors, officers, agents, and employees.

The insurance provided by the Contractor shall be primary and not contributory.

The limits of liability for the insurance required by this Contract shall be for not less than the following amounts or greater where required by Laws and Regulations:

Workers' Compensation State Statutory

Employer's Liability: \$100,000.00 each Accident/Occurrence

Comprehensive General Liability

Bodily Injury or Death (including completed operations and products liability):

\$500,000.00 Each Person

\$1,000,000.00 Each Occurrence Property Damage:

\$500,000.00 Each Occurrence

\$1,000,000.00 Annual Aggregate

Comprehensive Automobile Liability:

This insurance coverage shall not be required unless the CONTRACTOR is required to use a motor vehicle in the performance of the Work.

Bodily Injury and Death:

\$500,000.00 Each Person

\$1,000,000.00 Each Accident/Occurrence

Property Damage:

\$500,000.00 Each Accident/Occurrence

\$1,000,000.00 Aggregate

Policies shall be written on a comprehensive form to include hired and non-owned vehicles.

Comprehensive Professional Liability:

CONTRACTOR shall maintain from the date of this Agreement through the term of this Agreement, and for a period of three (3) years after, a standard form of errors and omissions insurance with an insurance company reasonably satisfactory to the OWNER. The errors and omissions insurance shall provide a "per claim occurrence of not less than One Million Dollars (\$1,000,000) and an aggregate of not less than One Million Dollars (\$1,000,000). In the event the CONTRACTOR shall change the insurer of its professional liability insurance within the term of this contract or for a period of three (3) years thereafter, the CONTRACTOR shall maintain a retroactive endorsement date for such insurance which shall include the term of the contract with the OWNER.

Responsibility for Claims and Liabilities

- b.) The OWNER, AERO, FAA, or other governmental agencies and the CONTRACTOR acknowledge that the CONTRACTOR is an independent CONTRACTOR in all of the CONTRACTOR's activities and that in the course of such activities, at no time do the CONTRACTOR, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the CONTRACTOR become the agents of the OWNER for any purpose, and at no time shall the OWNER, AERO, FAA, or other governmental agencies become liable in any manner whatsoever for any of the actions or activities of the CONTRACTOR, its officers, directors (trustees), members, employees, or other persons acting on behalf of the CONTRACTOR. In the event any person shall undertake to hold the OWNER, AERO, FAA, or other governmental agencies liable for any conduct or activities of the CONTRACTOR, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the CONTRACTOR, the CONTRACTOR expressly agrees to hold the OWNER, AERO, FAA, or other governmental agencies harmless of and from any such liability. The CONTRACTOR also agrees to save, indemnify, and hold harmless the OWNER, its agents, officers, and employees from any claim, action, or liability to the extent caused by negligent acts, errors, or omissions under the terms, conditions, and agreements of this Contract resulting in losses or injuries to persons (including death) or property. In addition thereto, the CONTRACTOR agrees to purchase liability insurance, in any amounts that the OWNER, AERO, FAA, or other governmental agencies may reasonably require, to insure, the faithful performance of the CONTRACTOR's promise herein contained to hold the OWNER, AERO, FAA, or other governmental agencies harmless from any liability of any kind or nature that may arise in any manner, directly or indirectly, from the negligent acts, errors, or omissions of the CONTRACTOR, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the CONTRACTOR, during the terms of this Contract. This covenant of indemnification shall include reasonable attorney's fees and costs incurred by the OWNER, AERO, FAA, or other governmental agencies in defense of such claim, action or liability. Nothing contained in this paragraph shall require the CONTRACTOR to defend the OWNER from claims, or to assume any liability to the OWNER or any other party for any amount greater than the degree of fault of the CONTRACTOR or its respective sub-CONTRACTORS, pursuant to MCL 691.991.

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Resident Project Representative (RPR). The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 Materials acceptance. The Contractor shall furnish manufacturer’s certified test reports, for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. This certification along with a copy of the paint manufacturer’s surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by the Resident Project Representative (RPR) prior to the initial application of markings. The reports can be used for material acceptance or the RPR may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by the RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint ¹				Glass Beads ²	
Type	Color	Fed Std. 595 Number	Application Rate Maximum	Type	Application Rate Minimum
Waterborne Type I or II	White	37925	115 ft ² /gal (2.8 m ² /l)	Type I Gradation A	7 lb/gal (0.85 kg/l)
Waterborne Type I or II	Yellow	33538 or 33655	115 ft ² /gal (2.8 m ² /l)	Type I Gradation A	7 lb/gal (0.85 kg/l)
Waterborne Type I or II	White	37925	115 ft ² /gal (2.8 m ² /l)	Type III	10 lb/gal (1.2 kg/l)
Waterborne Type I or II	Yellow	33538 or 33655	115 ft ² /gal (2.8 m ² /l)	Type III	10 lb/gal (1.2 kg/l)

¹ See paragraph 620-2.2a

² See paragraph 620-2.2b

- a. Paint.** Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet the requirements of Federal Specification TT-P-1952F, Type I or Type II. The non-volatile portion of the vehicle for all paint types shall be composed of a 100% acrylic polymer as determined by infrared spectral analysis.

b. Reflective media. Glass beads for white and yellow paint shall meet the requirements for Federal Specification TT-B-1325D Type I, Gradation A or Type III, as noted in the item name.

Glass beads for red and pink paint shall meet the requirements for Type I, Gradation A

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

Federal Specification TT-B-1325D, Type I, gradation A shall yield 300 mcd/m²/lux on white markings at installation and 175 mcd/m²/lux on yellow markings at installation.

Federal Specification TT-B-1325D, Type III shall yield 600 mcd/m²/lux on white markings and 300 mcd/m²/lux on yellow markings at installation.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when the surface is dry, and the ambient temperature and the pavement surface temperature meet the manufacturer's recommendations in accordance with paragraph 620-2.1. Painting operations shall be discontinued when the ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within the manufacturers' recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. The marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other contaminants that would reduce the bond between the paint and the pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the RPR. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

a. Preparation of new pavement surfaces. The area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by the RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by rotary grinding, water blasting, or by other methods approved by the RPR minimizing damage to the pavement surface. The removal area may need to be larger than the area of the markings to eliminate ghost markings. After removal of markings on asphalt pavements, apply a fog seal or seal coat to 'block out' the removal area to eliminate 'ghost' markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by the Owner. After removal, the surface shall be cleaned of all residue or debris.

Prior to the application of markings, the Contractor shall certify in writing that the surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of the paint manufactures application and surface preparation requirements must be submitted to the RPR prior to the initial application of markings.

620-3.4 Layout of markings. The proposed markings shall be laid out by the Contractor in advance of the paint application. The locations of markings to receive glass beads shall be shown on the plans.

620-3.5 Application. A period of 30 days shall elapse between placement of surface course or seal coat and application of the permanent paint markings. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Owner.

The edges of the markings shall not vary from a straight line more than 1/2 inch (12 mm) in 50 feet (15 m), and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch (910 mm) or less	±1/2 inch (12 mm)
greater than 36 inch to 6 feet (910 mm to 1.85 m)	±1 inch (25 mm)
greater than 6 feet to 60 feet (1.85 m to 18.3 m)	±2 inch (50 mm)
greater than 60 feet (18.3 m)	±3 inch (76 mm)

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment and distribution should be performed.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, the Contractor shall prepare a control strip in the presence of the RPR. The Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the project. The marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent) by the contractor. A total of 6 readings shall be taken over a 6 square foot area with 3 readings taken from each direction. The average shall be equal to or above the minimum levels of all readings which are within 30% of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m ² /lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than	100	75	10

620-3.9 Protection and cleanup. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the RPR. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of surface preparation shall not be paid for directly and shall be included in the payment for markings

620-4.1b The quantity of markings shall be paid for shall be measured by the number of square feet (square meters) of painting.

620-4.1c The quantity of reflective media shall not be paid for directly and shall be included in the payment for markings.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by the RPR in accordance with these specifications.

620-5.2a Payment for markings shall be made at the contract price for the number of square feet (square meters) of painting, including surface preparation and reflective media.

Payment will be made under:

Item P-620-5.1a	Remarking Pavement Marking, Solid, White, with Type I Gradation A Beads - per square
Item P-620-5.2a	Remarking Pavement Marking, Solid, Yellow, with Type I Gradation A Beads - per square
Item P-620-5.1b	Remarking Pavement Marking, Solid, White, with Type III Beads - per square
Item P-620-5.2b	Remarking Pavement Marking, Solid, Yellow, with Type III Gradation A Beads - per square

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 D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer

ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp
Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24
Determination of volatile matter content, water content, density, volume
solids, and weight solids of surface coatings

29 CFR Part 1910.1200 Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D Beads (Glass Spheres) Retro-Reflective

FED SPEC TT-P-1952F Paint, Traffic and Airfield Marking, Waterborne

FED STD 595 Colors used in Government Procurement

Commercial Item Description

A-A-2886B Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1 Standards for Airport Markings

AC 150/5320-12 Measurement, Construction, and Maintenance of Skid Resistant Airport
Pavement Surfaces

END OF ITEM P-620

A Celebration of National Aviation Day



Saturday, August 15
8 am - 12 pm | West Michigan Regional Airport

Join us for fun, food & flights for the whole family!

Featured Events

- ✓ Free Flights for Kids 8-17 with EAA Young Eagles
- ✓ RC Flying Club
- ✓ Flight Simulations with Flight Path
- ✓ Classic Car Show with Vintage Car Club of Holland
- ✓ Fly up in a C-47
- ✓ Wings of Mercy West Runway 5K and CareAffaire Pancake Breakfast



Register
to run!

Don't Go Out... Go Up!

You're invited to experience history from the sky aboard the **WWII transport airplane C-47 "Hairless Joe."** This is a 30-minute adventure with approximately 15 minutes of flight time. Once airborne, passengers may move around the cabin to photograph the landscape, cockpit and original paratrooper static line.



Our Sponsors:



AVFLIGHT



More Sponsorships Available!

West Michigan Regional Airport would love to partner with you for Aviation Day!

To get involved in the celebration, contact Matt Neyens at m.neyens@wmraa.org.



RSVP on our
Facebook page!