

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

**Pump House 305 Underground Storage Tank
Decommissioning**



Salina, Kansas

December 20, 2024

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SECTION 1: NOTICE TO BIDDERS

SALINA AIRPORT AUTHORITY SALINA REGIONAL AIRPORT

Project Name: Pump House 305 Underground Storage Tank System Decommissioning

Sealed bids subject to the conditions and provisions presented herein will be received until 2:00 PM CST on January 17, 2025, and then publicly opened and read at **Salina Airport Authority (SAA), Hangar 600, 1st floor Conference Room, 2720 Arnold Ct., Salina, Kansas 67401**, for furnishing all labor, materials, and equipment and performing all work necessary to complete The Project.

Specifications are on file and may be examined at the office of the **Executive Director, Salina Airport Authority, M.J. Kennedy Air Terminal Building No. 120, 3237 Arnold, Salina, KS 67401**. For questions concerning the Specifications contact Maynard Cunningham with the Salina Airport Authority, 785-827-3914. A mandatory site visit with a walk-through of the property will be conducted on January 3, 2025, at 10:00 AM CST.

A complete set of bid documents may be obtained from the Salina Airport Authority, 3237 Arnold Avenue, Salina, KS 67401, for no fee. To receive a set of documents electronically, visit the business opportunities link at www.salinaairport.com or email maynardc@salair.org. To receive a paper copy, call the SAA Administrative Offices at 785-827-3914. When Plans and Specifications are ordered, they will be available for pickup at the SAA Administrative Offices.

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

Contract Time

The owner has established a contract performance time of no more than forty five (45) calendar days from the date of the Notice-to-Proceed for the Project. All UST decommissioning project work shall be substantially completed within the stated timeframe. Tasks associated with soil remediation land farming may extend beyond this time frame. This project is subject to liquidated damages as prescribed within the project manual in the Proposal Section.

Award of Contract

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

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

Additional Provisions

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

The Proposal must be made on the forms provided within the bound project manual. Bidders must supply all required information prior to the time of the bid opening.

Submittal of Proposals

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

SECTION 2: INSTRUCTIONS TO BIDDERS

Owner, Owner's Representative, and Engineer

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

The Owner's authorized representative as stated herein refers to the Owner's Director of Facilities and Construction, Maynard Cunningham, herein referred to as Engineer with offices at 3237 Arnold Ave., Salina, KS 67401; Telephone 785-827-3914 (Office); 785-342-4324 (Cell), or Matthew C. Schroeder, P.E., Senior Environmental Engineer with offices at 30445 Northwestern Highway, Suite 260, Farmington Hills, Michigan 48334; Telephone 248-932-0228 (Office); 248-404-7606 (Cell)

Bidder Representations

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

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

Bid Documents/Project Manual

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

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

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

Prospective Bidders may obtain a copy of the Project Manual and Project Drawings from the designated office identified within the Notice-to-Bidders.

Modifications to Bid Documents

Modifications to the Bid Documents may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations, or comments made by the Owner or Owner's representative shall not be binding. Addenda will be transmitted to all known official plan holders. Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

Errors and Discrepancies in Project Documents

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

Clarifications and Interpretations

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

Interpretations of Estimated Proposal Quantities

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

Examination of Plans, Specifications and Site Conditions

As stated within the "Bidder Representations" and reaffirmed herein, the Bidder is expected to carefully examine the site of the proposed work, the proposal, drawings, specifications, terms and conditions of the proposed agreement, and the form of agreement. The Bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the

requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

Issuance of Proposal Forms

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

- a. Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactory settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective Bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work on previous contracts with the owner.

Form of Proposal

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

The Bidder shall state the price of their bid in U.S. dollars and cents in numeral format. In the event of a discrepancy between the total bid price and the sum of the line item prices, the written value of the total bid price will take precedence.

Signature of Proposal

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

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

partnership/joint-venture agreement shall be provided to the Owner as an attachment to the proposal.

Modification or Withdrawal of Bid Proposal

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

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

Alternate Bids

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

Submission of Bid Proposal

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

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

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

SEALED BID PROPOSAL

Bid of {Name of Contractor}

for Pump House UST System Decommissioning at **Salina Regional Airport**

To be opened at: 2:00 PM, Friday, January 17, 2025

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

Bid Opening

All proposals submitted prior to the stated time and date for receipt of bids will be publicly opened and read aloud by the Owner or the Owner's representative. Bidders,

their authorized agents, and other interested parties are invited to attend. Proposals submitted after the stated time and date for receipt of bids will be automatically rejected without consideration and will be returned unopened.

Evaluation of Proposals

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

Bid Informalities and Irregularities

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

Irregular Proposals

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

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

Disqualification of Bid Proposals

The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner. Causes for rejection of proposals include but are not limited to:

- Submittal of an irregular proposal;
- Submittal of more than one proposal from the same partnership, firm or corporation;
- Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
- Failure by Bidder to provide all information required of the bid forms;
- Failure by Bidder to comply with the requirements of bid instructions;
- Determination by the Owner that Bidder is not qualified to accomplish the project work;
- Determination by the Owner that the Bidder has placed conditions on or

- qualified their proposal;
- Discovery of any alteration, interlineations, or erasure of any project requirement by the Bidder;
- Evidence of collusion among Bidders.

Cancellation of Award

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

Notice of Award of Contract

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

Contract Agreement

The successful Bidder shall execute the contract agreement in accordance with the accepted bid proposal within ten (10) calendar days of the date of the Notice-of-Award. Failure to execute the contract agreement within the specified time frame may result in the bid being awarded to the next low Bidder.

Certificates of Insurance

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

Approval of the Contract

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

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

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

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

The Salina Airport Authority will issue a State sales tax exemption certificate to the successful Bidder and the successful Bidder will not be required to pay State sales tax on materials and

supplies purchased for use on this project. The successful Bidder will be responsible for payment of all other taxes.

SECTION 3: SUPPLEMENTARY PROVISIONS

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

LOCAL PROVISIONS

GENERAL DESCRIPTION. These Supplementary Provisions with the accompanying Plans, Specifications, and related documents as hereinafter listed cover the requirements of the Owner for the decommissioning of Pump House 305 Underground Storage Tank System at the Salina Airport. The airport is located in Salina, Kansas. The work consists of:

Decommissioning of Pump House 305 Underground Storage Tank System

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

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

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

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

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

- a. If a part of the Contract work is to be sublet, the Contractor shall:
 - (1) Cover any and all subcontractors in his/her insurance policies, or
 - (2) Require each subcontractor not so covered to secure insurance which will protect said subcontractor against all applicable hazards or risks of loss designated herein.
- b. Satisfactory certificates of insurance shall be filed *by the Contractor and all Subcontractors* with the Owner prior to starting any construction work for or in connection with this Contract. Said certificates shall state that thirty (30) day's written notice will be given the Owner before any policy covered thereby is changed or canceled.
- c. Workmen's Compensation and Employers' Liability Insurance. This insurance shall protect the Contractor against any and all claims brought under the Workmen's Compensation Law for the state or states involved in work performed under this Contract. It shall also protect the Contractor against claims for injury to, disease or death of workmen engaged in work under this Contract which, for any reason, may not fall within the provisions of the Workmen's Compensation Act.

Workmen's Compensation Statutory
Employers' Liability \$500,000 (each accident)
\$500,000 (disease - policy limit)
\$500,000 (disease - each employee).
This policy shall include a Waiver of Subrogation in favor of the Owner.

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

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

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

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

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

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

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

Combined Single Limit 1,000,000 each person (Bodily Injury and Property Damage)

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

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

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

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

Should it become evident at any time during construction that construction operations will or may fall behind the schedule of this first program of construction, the Contractor shall upon request promptly submit revised written schedules setting out operations, methods and equipment, added amount of labor, or of working shifts, night work, etc., by which lost time shall be made up, and shall confer with the Engineer until an approved modification of the original program shall have been

secured. No payments on any estimates shall be made to the Contractor after such request is made until a modified program has been provided by the Contractor and approved by the Engineer. Execution of the work according to accepted program of construction, or approved modifications thereof, shall be an obligation of the Contract.

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

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

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

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

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

SECTION 4: PROJECT SPECIFICATIONS AND DRAWINGS

Pump House 305 Underground Storage Tank System Decommissioning

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- A Historical Investigation Documents
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1.0 SITE CONDITIONS

The Property is located within the Salina Airport at 3237 Arnold Avenue in Salina, Kansas (Figure 1 and 2, attached). The Pump House 305 Underground Storage Tank (UST) System is present on an area of leased land covering approximately 0.99 acres. The Property is the former location of an aviation fuel-pump-house operation that included a pump house (approximately 3,366 square-foot slab-on-grade concrete floor), two UST farms, and a waste petroleum UST (all above-grade structures removed). All USTs were installed in the 1950s. Piping is assumed to be of a similar age. There is a concrete and gravel driveway and grass-covered areas (see Figure 2).

1.1 Environmental Investigations

Environmental subsurface investigations have been conducted at the Pump House 305 Site in 1994, 2013, 2022, and 2024. These investigations identified subsurface soil and groundwater conditions indicative of chemical releases consistent with the UST system operations (see Appendix A for previous report information).

The key findings from the historic reports are:

- The near-surface soils observed at the Property to a maximum depth of approximately 28 feet below grade level (fbgl) consist of a mixture of silt and clay dominated sediments with trace amounts of sand and occasional layer containing an increased concentration of

sand and gravel (up to approximately 20 percent).

- Groundwater was noted in three soil borings at a depth of approximately 17-18 feet or 19-21 fagl. However, the 2024 investigation noted groundwater is likely to be at approximately 7 to 8 fagl.
- DSB-5 (see Figure 2) contained concentrations of Low Range Hydrocarbons (LRH C5-C8) and Middle Range Hydrocarbons (MRH C9-C18) in excess of the Kansas Department of Health and Environment (KDHE) Non-residential Soil Criteria. Separate-phase product was not observed in DSB-5. Groundwater sample from DSB-5 (screen 22-25 fagl) contained lead in excess of the KDHE Non-residential Groundwater Criteria.

2.0 DECOMMISSIONING AND REMEDIAL OBJECTIVES

2.1 Decommissioning/Remedial Objectives

The pump house operations were discontinued and the remaining UST system needs to be decommissioned. A new pump house system will not be redeveloped on this Property. The site will be left backfilled to grade. The subsurface infrastructure is detailed in Attachment C, Pump House 305 Plans.

The focus of this decommissioning project is to remove the USTs and to remediate impacted soils above the water table. Equipment and infrastructure below the water table including anchor pads and existing gravel within the UST vaults will not be removed.

As described in the previous section, contaminated soil is present.

2.2 Remedial Approach

It is assumed that over excavation of the UST basin, the pump islands, and the product lines will be required to remove impacted soil following the removal of the UST system. The impacted soil will be segregated from non-impacted soils based on soil vapor field testing using a hand-held photoionization detector (PID). PID readings in excess of 100 parts per million (ppm) will be utilized to separate impacted soils. Impacted soils will be moved to a parcel of land owned by the Airport Authority (see Figure 6 and “land farmed”). Alternately, the impacted soil could be disposed at an offsite facility such as the City of Salina Municipal Landfill. Bids are required to include costs for both land farming and offsite disposal. Land farming operations are discussed in more detail in Section 2.3. Soils with vapor readings <100 ppm will be stockpiled near the tank excavations (if on-site space allows) or placed on the grassed property located west of the Site (see Figure 3) and utilized as backfill when the laboratory data indicate that backfilling operations can be completed.

2.3 Land Farming Approach

An area has been selected and is designated as the “land farm” and is illustrated in the attached figures. The purpose of the land farm is to allow aeration of the soils by tilling to volatilize the

volatile organic compounds (VOCs) to the atmosphere and to improve biological degradation through aerobic pathways (bioremediation).

The soils are contaminated with petroleum-related compounds from aviation fuels. The treatment of these soils will be by tilling to remove the volatile fraction and enhance natural bioremediation to further degrade the remaining volatiles. Soils will be transported directly to the land farm area from the excavation using dump trucks. At the landfarming cell, the soils will be spread using a loader / grader in a single 6-inch-thick layer. Debris (scrap metal, rock, concrete, etc.) will be separated from the soils using a rock picker, rock rake, or other such screening tool. Debris will be transported to an approved disposal facility.

On a monthly basis, as weather allows, the contaminated soil will be mechanically aerated by tilling the soil to a depth of 6 inches or greater to facilitate both aeration of the soil and volatilization of the organics. More-frequent tilling may be requested but may lead to loss of soil moisture which is detrimental to bioremediation. Soils should be tilled by a tractor-drawn rototiller or disc harrow to break up soil structure and turn the soil from bottom to top promoting mixing and aeration. During tilling events, areas with strong odors should be noted and should be tilled several times each event. Notification before and after completion of each tilling event will be made to the designated project manager.

On a monthly basis, random discrete samples of the land-farmed soils will be collected and field screened using a PID at the rate of 1 sample for each 300 cubic yards of contaminated soil. These discrete samples will be collected as a core of the entire vertical interval of the land farm soil. The samples will be field screened using headspace readings in the field with the PID. The soils will be placed in a sealed jar or disposable bag, warmed, and shaken prior to field screening the vapors trapped within the jar. The vapors will be screened using a PID with a 10.6 electron volt lamp that has been calibrated to 100 parts per million volume (ppmv) of isobutylene. Water vapor limits the accuracy of the PID such that a limit of 50 ppmv has been set for the lower threshold. Visual observations and observed odors will be noted by field personnel.

During the monthly sampling events, the cell will also be traversed by field personnel to evaluate the extent and location of any contamination “hot spots” that may require additional tilling or discing. Using olfactory cues, field personnel will field screen areas that produce notable odors. A general site inspection will also be conducted during these sampling events to evaluate the condition of the berm. Any erosion will be noted and repairs will be made. Site visits will be coordinated with the Site project manager and KDHE personnel so that duplicate samples can be collected, if required.

Tilling will continue until samples collected for field screening contain less than 50 ppmv VOCs as determined using a PID. Tilling operations will not be conducted when the soil is frozen or too saturated to allow tractor operation.

Once field screening results are below 50 ppm across the Site, final closure samples will be collected. The samples will be analyzed for BTEX, MTBE, 1, 2-DCA, Naphthalene by EPA method 8260, PAH by EPA Method 8270 SIM, LRH, MRH, and HRH using the Kansas

Methods, and lead by EPA method 6010 B by a Kansas-approved laboratory. The number of laboratory samples will be one per 300 cubic yards, or as directed by the KDHE Bureau of Waste Management (BWM). KDHE BWM will be notified a minimum of 10 days prior to the scheduled sampling event.

If volatilization does not produce a satisfactorily clean soil, additional remediation techniques will be discussed with KDHE. These techniques will most likely include enhanced bioremediation and phytoremediation. Soil amendments, including natural fertilizers and bulking materials such as manure, could be incorporated into the soils, and the area would be seeded with a cover crop such as grass or clover to provide support to a strong microbial community. The residual petroleum has been anecdotally reported by previous land farm property owners to produce increased crop growth.

Because of the size of the area and because of the impacted soils, all work will need to be conducted under an approved storm water pollution prevention plan (SWPPP) following best management practices. The land farm will be bounded by an earthen berm constructed from low permeability material. The purpose of the berm is to contain precipitation on the land farm and prevent erosion of contaminated soils to the drainage ditch / stream. A minimum elevation has been determined sufficient to capture the 10-year 24-hour design storm. Where the existing grade exceeds this elevation, the berm will be constructed having a minimum of 2 feet of elevation above existing grade to prevent run on of precipitation from outside the land farm. All berms will be constructed with a minimum sidewall slope of 2:1 on the inside and 2.5:1 on the outside and will have a minimum 2-foot crest unless otherwise designated. A silt fence will be installed along the southern and eastern slopes a minimum of 5 feet outside the toe of the berm to prevent silting from the exterior face of the berm.

Most of the area of the land farm is paved. It will be necessary to move borrow soils to that location for construction of the berm. Borrow soils sources will be selected from areas on Site or from an approved borrow pit prior to start of construction. All borrow soils will need to be confirmed as clean soils before construction begins. A minimum of two (2) samples will be collected from each borrow pit and analyzed for BTEX, MtBE, 1,2-DCA, Naphthalene by EPA method 8260B, PAH by EPA Method 8270 SIM, LRH, MRH, and HRH using the Kansas Methods, and Lead by EPA method 6010 B by a Kansas-approved laboratory. A sample will also need to be collected for the determination of Proctor density.

Additional best management practices will be employed at the land farm location to prevent loss of the contaminated soil. A construction entrance will be placed in the northwestern corner at the highest elevation. The purpose of the construction entrance is to prevent tracking of soils by vehicles exiting the land farm. The construction entrance will be a minimum of 15-feet wide and approximately 62 feet in length. A geofabric barrier will be placed and covered with a minimum of 6 inches of coarse-crushed limestone rock grading 4 inches to fine. Soil tracking by vehicles exiting the land farm will be monitored, and the rock will be scrapped as needed. Additionally, to prevent vehicles from collecting contaminated soils on tires, soils will be placed so the dump trucks are not required to travel over the contaminated soils.

Upon completion of the land farm, the treated soils, including the berms, will be pushed together into a mound and stockpiled for beneficial use on the airport property. Alternately, the SAA may instruct the contractor to grade the land farmed soils and berms to mimic pre-existing contours of the area.

3.0 PROPOSAL ASSUMPTIONS

3.1 Proposal Assumptions

The following assumptions are to be used by the bidders for the decommissioning/remediation work:

1. The Contractor shall maintain a secure site at all times.
2. The Contractor will be responsible for the health and safety at the Property during the work and will provide a written health and safety plan prior to commencing work. The contractor is responsible for operation and management of all required equipment for the decommissioning and for traffic control.
3. Contractor is required to be a Kansas licensed contractor and coordinate disposal of the tanks prior to removal activities.
4. Contractor must make all applicable notifications and obtain all necessary permits and approvals required to complete the scope of work, including, but not limited to, coordinating with Salina Airport Authority to ensure 30-day prior notification to the KDHE is completed and supply the date and time of tank removal to KDHE three working days prior to on-site activity.
5. Contractor will need to locate all underground infrastructures and services, public and private, including, but not necessarily limited to, the following: electrical, stormwater, sanitary sewer, natural gas, telephone, fiber optic cable, and water, which are adjacent to and on the Property (see Figure 5). In addition, the Contractor is to have a general knowledge and understanding of the location of the USTs, product piping, and associated appurtenances (e.g., vent lines, electrical conduits, etc.).
6. Work must be completed in conformance with all pertinent acts, local ordinances, regulations, and codes.
7. Contractor will be required to supply all labor, materials, equipment, transport, haulage, and services necessary to properly remove and decommission the known UST system equipment. Removal of unknown equipment, not noted herein, and tasks where the scope cannot be defined, will be billed using unit rates provided by the Contractor (see Section 5.0). In addition, the Contractor will be required to address soil remediation, and, if necessary, groundwater remediation (not expected).

8. The Contractor site foreman, equipment operators, laborers, and subcontractors must be experienced with UST system decommissioning.
9. Non-impacted soils excavated will be stockpiled at a secure area approved by Salina Airport Authority (see Figure 3) until the soil verification laboratory data are provided by Dragun indicating disposal requirements. For budgeting, assume 1,330 cubic yards of non-impacted soils.
10. Soils stockpiled awaiting laboratory verification will be stockpiled on an impervious surface or upon thick plastic sheeting. All soils stockpiled will be surrounded by a silt barrier such as 12-inch straw wattles. Wattles shall be anchored or secured per manufacturers specifications. To minimize the potential of petroleum compounds from leaching, the stockpiles shall be covered with plastic sheeting when not being actively worked.
11. Any impacted soil generated during remediation must be transported by a licensed hauler to designated land farm operation. For budgeting, assume 1,330 cubic yards of impacted soils.
12. Direct loading of materials for transport to the land farm can only be conducted under the supervision of the Consultant.
13. Pollution control management will be accomplished by keeping all contaminated soils contained within the excavation until directly loaded to the truck and transported to the land farm. Trucks will not be permitted to track through contaminated materials. Contaminated soil spilled during loading operations will be scraped up to prevent tracking or erosion. Any soils stockpiled for dewatering will be contained in and drained to the excavation.
14. The transportation plan will ensure that trucks leaving the Site do not contact disturbed or contaminated soils. Dump trucks will be loaded on pavement and should not need to traverse areas of disturbed or contaminated soil during loading. This will prevent the tires from collecting soil and moving soil particles off the Site. Materials spilled during loading will be scraped up and placed in a truck for transport or back into the excavation. If it is noted that soils are being lost from the truck or tires, the loose material will be scraped daily and deposited inside the excavation for later disposal.
15. Saturated soils will not be transported to the land farm. Saturated soils may be mixed with dry soils to prevent movement of free liquid. If necessary, saturated soils may also be dewatered before loading. If soils are to be dewatered, an area of impoundment will be constructed inside the present boundary of the excavation such that water can be contained in the excavation. No stockpiled contaminated soils will be maintained on Site unless they are fully contained inside the excavation.

16. No fuel storage is planned at either location. Fuel will be transported to the Site and from the Site in the equipment operator's truck. If fuel is spilled at the excavation, the soils will be promptly removed and added to that transported to the land farm. If, upon inspection of the equipment, hydraulic or other leaks are noted, the excavating contractor will be required to place drip pans or absorbent mats to collect these fluids. Collected fluids will be disposed at an appropriate waste facility.
17. General Site maintenance and hygiene will be supervised by the field project manager. Inspections of the physical erosion control and the non-structural management practices at the Site and the land farm will be performed daily. Solid waste will be collected and disposed as appropriate for the type of waste. A portable toilet will be set in a secure location, staked to the ground to prevent tipping, and serviced by the rental agency. Loose materials will be scraped or broomed back to the excavation.
18. A fixed tire wash is not planned, as contaminated soils should not be tracked from either the Site or from the land farm. To prevent transport of contaminated soils from the land farm, trucks will not be allowed to travel over contaminated soils. Contaminated soils will be placed in the land farm such that the trucks do not need to traverse them. This will prevent collection of contaminated soils on the truck tires and the subsequent transport of contaminated soils from the land farm. If the field is too wet, the trucks will not enter, and work may be suspended. The loader or other earth-moving equipment will remain on site inside the land farm. Before the loader or other equipment is removed, the loader's tires will be cleaned inside the entrance of the berm before exiting. The tires will be mechanically scraped and then power washed. All soils and water will remain inside the bermed land farm area. If it is noted that clean soils are being carried from the Site by truck tires, the loose material will be scraped daily and deposited inside the land farm.
19. Backfilling with washed gravel or washed concrete aggregate from the base of the excavation to within 5 feet of the surface is required. Compactible clay will be placed in the top 5 feet of the excavation. If appropriate, the stockpiled non-impacted excavated clay soils may be utilized. A geofabric should be placed between the gravel and clay layers. Appropriate soil compaction is required.
20. Contractor will be required to assist Dragun with collection of soil samples during excavation confirmation sampling operations.
21. No allowances for delays or remobilizations due to delays in laboratory results.
22. Current electrical services are pole mounted. The electrical service will be removed by the Owner prior to commencement of the work.
23. No sanitary sewer or storm water sewer services are present in the Property area.
24. Available documentation (see Appendix A) indicated that water services did not run to the Pump House building; however, water services appear to have a feeder line running

toward the west side of the building and will likely be encountered during excavation activities. Water services are present on the west and north sides of the property (see Figure 5).

25. Natural-gas services did not run to the Pump House building. The natural-gas line on the east side of the Property area has been abandoned (see Figure 5).
26. Contractor will need to protect and maintain water and natural-gas services.
27. The successful Contractor is responsible for hiring and managing all required subcontractors and supplying all materials and services necessary to complete the decommissioning and remediation.
28. Concrete not contaminated can be recycled. Assume 50% of concrete is not contaminated.
29. Contaminated concrete should be properly disposed in a licensed landfill.
30. All volumes, quantities, and materials are subject to change.

4.0 REQUIRED SERVICES

The scope of work is the decommissioning/remediation of the UST system. The proposed decommissioning/remediation actions consist of six main elements:

- (1) removal of the slab-on-grade concrete Pump House floor and footings;
- (2) excavation and stockpiling of non-impacted soil;
- (3) excavation and removal of the UST system, including twelve (12) 25,000-gallon USTs, one (1) 500-gallon UST, underground piping, twelve (12) steel-covered UST access vaults, and appurtenances above the water table (including concrete vaults above the water table). Items below the water table will not be removed;
- (4) excavation of impacted soil and deposition in land farm area or disposed at a facility permitted to accept the impacted soil (i.e. Salina Municipal Landfill);
- (5) operation of land farm if that option is selected; and
- (6) site restoration.

Work will include: coordination with the Salina Airport Authority and Dragun; locate all below-grade and above-grade services; and the demolition, removal, and disposal of the UST systems components including overlying surface materials. Removal will be performed by a licensed

Contractor. **Estimated** quantities for removal are summarized in the table presented on Proposal Form (PF-18).

Dewatering is not anticipated to be required during the UST system removal and backfill excavation phases. If the contractor is directed by the consultant to remove contaminated groundwater or precipitation, unit rates would apply.

Dragun/UES will provide full-time professionals to oversee field work and to conduct confirmatory sampling of the excavated areas. Dragun/UES will be the Salina Airport Authority representative.

The contractor shall provide unit rates for the items contained in Section 5.0. The following provides a summary of the bid scope.

4.1 Standard Decommissioning

A. Mobilization/Demobilization:

- Supply full-time qualified Kansas-licensed contractor personnel.
- Communicate the work schedule to the Salina Airport Authority and Consultant project manager.
- Mobilize to the Property to perform the decommissioning services.
- Provide project management, supervision, operation of heavy equipment, and labor for the decommissioning scope of work. Determine best sequence of work to allow for no or minimal stoppages.
- Mark and stake subsurface utilities using public and private locate companies. Maintain list of utility contacts/maps at the work site.
- Maintain the work site on a daily basis. Inspect adjacent roads on a daily basis and remove accumulated soil or other debris. Leave the site clean of debris at the completion of the work.

B. Temporary Fencing:

- Six-foot high fencing to be installed around perimeter of work site.
- Contractor will be responsible to install appropriate signage. Check fencing/signage conditions daily and update as necessary. Note that the fencing and signage will be suitable for limiting third-party access. Signage will be appropriate where pedestrian traffic must be protected. The perimeter fencing gate(s) must be locked each day after the completion of work.

- Temporary fencing is to remain in place by bidder until completion of the UST decommissioning and soil remediation (please provide project duration). The temporary fencing can be removed during the performance of the land farming activities.

C. Documentation:

- Provide a copy of all manifests to Consultant's on-site representative and provide a final copy with all signatures with the submittal of the unit quantity documentation.
- Provide unit quantity documentation to Consultant within fourteen (14) calendar days after completion of all field work, including disposal facility tickets (landfill, liquid disposal, and recycling facilities), fill material source tickets, and scale tickets for all fill and disposed materials. All loads of fill and disposal/recycling material must be weighed (scale ticket) and provided as part of the documentation. Documentation must indicate the location of disposal, method of disposal (landfilled, etc.), and source of fill.

D. Demolition:

- Break, excavate, and stockpile adjacent to work area the concrete slab-on-grade Pump House floor and the concrete footings. The 12 concrete UST anchor pads will not be removed. The concrete vaults will be removed above the water table. Concrete dimensions and reinforcement is shown in Attachment C, Pump House 305 Plans. Assume 460 cubic yards of concrete to be removed.
- Load, transport, and recycle or dispose concrete. Assume non-contaminated concrete is to be recycled and reused by the Contractor at a location of the Contractor's choice. Assume 50% of concrete is not contaminated.

E. UST System Decommissioning:

- Expose thirteen (13) USTs (twelve (12) 25,000-gallon [aviation fuels] and one (1) 500-gallon [waste petroleum]; see Figure 4), open tank steel access covers, and investigate contents (aviation fuel tanks and waste petroleum tank are assumed to be empty).
- Provide an on-site vacuum truck to pump, transport, and dispose liquid/sludge within USTs to a licensed receiver. The waste-liquid manifest will be signed by the Contractor.
- Power wash the interior of the thirteen (13) USTs. Drain all piping to containers and clean inside of piping to prevent release of product. Remove, manifest, transport, and dispose all remaining tank contents, including power-wash liquids (provide unit cost for rinsate liquid disposal).

- Excavate and remove USTs. USTs are assumed to be held in place with tie-down straps set into a concrete anchor (see Attachment C).
- Stockpile all soils excavated for the UST removal into impacted and non-impacted piles (placed on and covered with plastic sheeting, if not live loaded) as directed by Consultant. Load, transport, and place impacted soil at designated land farm location or dispose offsite at an appropriate disposal facility. Actual quantities may be more or less as approved by Consultant.
- Remove, inert, transport, and dispose the thirteen (13) USTs at an approved disposal facility. Allow for Dragun to photograph appropriate tank decommissioning operations.
- Excavate and remove all vent, fill, and supply lines.
- Allow Consultant to observe soil conditions for evidence of impact within the excavation locations. Assist Consultant with soil and/or groundwater sampling activities. Note that confirmatory laboratory analysis performed at the excavation(s) and for the stockpiles will be performed on a 48-hour or 72-hour turnaround time as possible (the analysis schedule is laboratory dependent).
- Provide unit cost for vacuum truck and disposal of water (provide unit cost for this item in Section 5.0).

G. Land Farm or Offsite Disposal:

- Construct a containment berm at the land farm location. Approximately 1,096 feet of berm having a profile as described in the attached detail drawings will need to be constructed. An estimated 1,209 cubic yards (yd³) of soil will be scraped up from around the berm area to be used for berm construction. The elevation of the berms shall be sufficient to contain precipitation within the boundary of the land farm. The berms shall be constructed having a minimum side wall slope of 2.5 feet horizontal for every foot vertical. The berm will be 2 feet tall at the north western corner and grading to 5 feet tall in the south eastern corner. Soils should be placed in lifts not to exceed 9 inches and compacted to 90% of standard Proctor density. Provide a unit rate for the construction of the land farm berm.
- Construct a Site construction entrance. The construction entrance will be placed in the northwestern corner at the highest elevation. The construction entrance will be a minimum of 15 feet wide and approximately 62 feet in length. A geofabric barrier will be placed and covered with a minimum of 6 inches of coarse crushed limestone rock grading 4 inches to fine. An estimated volume of 18 yd³ of rock will need to be sourced and transported to the Site. Provide a unit cost for the construction entrance.

- Install silt fence. Approximately 1250 feet of silt fence will need to be installed. Silt fence should have a minimum height of 16 inches above grade. Silt fence should be installed per manufacturer's specifications. Provide a unit cost for silt fence installation.
- Transport contaminated soils to the Site. An estimated 1,330 yd³ of contaminated soils will be transported. Soils will be deposited in windrows and spread by loader. Provide a unit cost for soil transportation.
- Spread the soils. The 1,330 yd³ of soil will be spread in a layer not to exceed 6 inches using a loader and or grader. This should cover an area of approximately 1.7 acres. Provide a unit cost for spreading the soils.
- Remove residual debris. Debris shall be removed from the contaminated soils by screening with a rock picker, rock rake, or other screening device. Debris shall be transported to an approved disposal facility at unit rates.
- Till the soil. The contaminated soils shall be tilled after they have been placed in the land farm. Upon completion of soil placement, the soil will be tilled using a rototiller or plow and disk to break up the soil structure. The soil will be tilled to a depth greater than 6 inches. The soil should be tilled parallel to any slope, when possible, to decrease water velocity. Debris turned up by this action will be collected for disposal. It is anticipated that the soils will be turned once a month for approximately five months. Please provide a unit rate for tilling the land farm five times. Additional tilling events, if necessary, will be conducted at unit rates.
- Maintenance of the land farm. Monthly inspections of the berms and land farm will be conducted by field personnel. Field screening of the soils within the land farm will be conducted to determine progress of the soil remediation. If the berms or erosion control measures are noted as damaged, repairs will need to be made. Provide a unit cost for repairs.
- Application of soil amendments and seeding. If tilling does not provide adequate treatment of the impacted soil, additional soil amendments may be required. An application rate for the Site will be determined using nitrogen requirements for annual rye for grazing (120 pounds / acre). Soils testing will be performed to determine application rates. Provide a unit rate for providing lot scrapings delivered to the Site. Provide a unit rate for spreading and incorporating the lot scrapings into the soil at the desired rate. Provide a unit rate for rolling the land farm with a smooth roller to prepare a seed bed. Provide a unit rate for seed drilling annual rye or similar at a rate of 15 pounds live seed (PLS) per acre.
- Closure of the land farm. Once the soils are determined to be clean, the Contractor will need to consolidate the soils into a windrow / pile at a location on the paved area of the land farm. Alternately, the SAA may instruct the Contractor to grade and smooth the

land farm berm and land farmed soils to mimic the contours of the pre-land farmed area. Provide a unit cost for land farm closure.

- Please provide unit rates for offsite disposal of 1,330 cubic yards of impacted soil. It is expected the City of Salina Landfill will be the appropriate facility for disposal.

I. Property Restoration:

- Contractor to supply washed gravel or washed concrete aggregate to supplement non-impacted excavated soil. Place and compact granular backfill within excavations. Use granular fill placed in no more than one-foot lifts. Compact each lift using appropriate equipment to minimize subsidence. Backfill to 5 fbgl.
- Excavated and stockpiled on-site clay soils that meet the standard and are acceptable for backfilling and compaction may potentially be used as backfill from grade to 5 fbgl (as approved by Dragun and Salina Airport Authority). Use stockpiled clay fill placed in no more than one-foot lifts. Compact each lift using appropriate equipment (e.g a vibratory compactor) to minimize subsidence. Backfill to grade.

5.0 UNIT RATES

The previously-noted sections indicate the required services and items of work. It is understood that additional work may be required above and beyond the scope of work provided in the bid tender. The bidder will provide unit rates for additional quantities as follows:

Unit Rates		
Pump House 305 Underground Storage Tank Decommissioning		
3237 Arnold Avenue, Salina, KS 67401		
Task	UNIT	COST
Manpower Rates		
Site Foreman	hourly	\$ _____
Laborer	hourly	\$ _____
Project Manager	hourly	\$ _____
Other (specify) _____	hourly	\$ _____
Equipment (Please specify model and size)		
Vacuum Truck and Operator	hourly	\$ _____
Excavator (operated) Model -	hourly	\$ _____
Excavator (stand-by)	daily	\$ _____
Excavator with Concrete Breaker (operated) Model -	hourly	\$ _____
Excavator with Concrete Breaker (stand-by)	daily	\$ _____
Backhoe (operated) Model -	hourly	\$ _____
Backhoe (stand-by)	daily	\$ _____
Compaction Equipment Model -	hourly	\$ _____
Triaxle Dump Truck	hourly	\$ _____
Bobcat	daily	\$ _____
Float Moves	hourly	\$ _____
Site Trailer	daily	\$ _____
Power wash services (tank and tire cleaning)	hourly	\$ _____
Portable Toilet	per event	\$ _____
Other (specify)	hourly	\$ _____
Waste Disposal		
Soil Excavation and Stockpile for Reuse as Backfill (stockpiled near excavation)	ton	\$ _____
Soil Excavation of Contaminated Soil - Transport to Land Farm (non-hazardous)	ton	\$ _____
Soil Excavation of Unusable Fill/Soil - Waste Disposal at Salina Landfill	ton	\$ _____
Soil Excavation of Impacted Soil - Waste Disposal at Salina Landfill	ton	\$ _____
Excavation of Stockpiled Soil - Transport and Reuse as Backfill (stockpiled at secondary location)	ton	\$ _____
Excavation of Non-Stained Concrete - Transport/Recycle	ton	\$ _____
Excavation of Stained Concrete - Transport/Disposal at Salina Landfill	ton	\$ _____
Liquid Disposal - Aviation Fuels	gallon	\$ _____
Garbage Disposal - Transport/Disposal	ton	\$ _____
Liquid Disposal - Oily Water	gallon	\$ _____
Sludge Disposal	gallon	\$ _____
Other (specify)		\$ _____

Soil Excavation from Land Farm - Waste Disposal at Salina Landfill (during Land Farm operation)		
Excavation of Stockpiled Soil - Transport and Reuse as Backfill (stockpiled at secondary location)	per event	\$ _____
Excavation of Non-Stained Concrete - Transport/Recycle	hourly	\$ _____
Excavation of Stained Concrete - Transport/Disposal at Salina Landfill	weekly	\$ _____
Liquid Disposal – Hydrocarbon Impacted Water		\$ _____
Garbage Disposal - Transport/Disposal		\$ _____
Other (specify)		\$ _____
Materials		
Washed Gravel	ton	\$ _____
Other (specify)		\$ _____
Misc.		
Re-Mob/De-Mob	per event	\$ _____
Private Locator	hourly	\$ _____
Temporary Fencing (Both Security Fencing at the Excavation and Silt Fencing at Land Farm)	weekly	\$ _____
Other (specify)		\$ _____
Soil Amendments (Contingency)		
Provide Lot Scrapings Delivered to Land Farm Site (assume 120 pounds per acre)	per event	\$ _____
Spread and Incorporate Lot Scrapings Into the Soil	per event	\$ _____
Roll the Land Farm to Prepare a Seed Bed	per event	\$ _____
Drill Annual Rye or Similar at a Rate of 15 Pounds Live Seed Per Acre	per event	\$ _____
Other (specify)		\$ _____

PROPOSAL FORM

TO: Mr. Pieter Miller
AAE Executive Director
Salina Airport Authority
Salina, KS

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

Pump House 305 Underground Storage Tank System Decommissioning

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:

BASE BID SUM

1. The Base Bid Sum is as follows for the work:

- a) UST Decommissioning \$ _____
- b) Soil Remediation \$ _____
- c) Land Farm Operation \$ _____
- d) Offsite Soil Disposal \$ _____

- e) TOTAL BASE BID SUM \$ _____

UNIT RATES

The Bidder is to complete the Unit Rates form within Attachment A which includes lump-sum pricing and unit rates for the requested items.

Summary of Quantities for UST System Decommissioning

<i>Item</i>	<i>Unit</i>	<i>Estimated Quantity</i>
Impacted soil removal in tank farm system excavations transport to land farm	Cubic yards	1,330
Non-impacted soil removal in tank farm system excavations stockpiled for reuse as excavation backfill	Cubic yards	2,700
Slab-on-grade concrete floor (assume 6 inches thick) and 12 tank vaults above the water table (assume 1 foot thick) (pump house 305)	Cubic yards	460
Twelve 25,000-gallon capacity USTs in two separate tank nests	25,000-gallon UST	12
One 500-gallon capacity UST in separate tank location	500-gallon UST	1
Underground piping associated with UST system	Linear feet	200
Land Farm operation	5 months	1

Soil volumes will be calculated by survey of the completed excavation and landfill weigh tickets (using a soil density of 1.5 tons per cubic yard).

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 acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions, and obligations of the successful BIDDER.
- c. 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.

- d. 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 sixty (60) calendar days from the stated date for receipt of bids.
- e. The undersigned agrees that, upon written notice of award of contract, he or she will execute the contract within ten (10) calendar days of the Notice-of-Award and, furthermore, will provide executed payment and performance bonds simultaneously with delivery of executed contract. 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.
- f. 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 forty five (45) calendar days from the commencement date specified in the Notice-to-Proceed for the Project.
- g. 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 \$500 per Calendar day as a liquidated damage to the OWNER.
- h. The undersigned acknowledges receipt of the following addenda:

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 correlated their observations with that of the project documents.
- e. 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.
- f. 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.
- g. 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 OWNERS has direct or indirect financial interest in this proposal.

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____ By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign as a Partnership)

Name and Title: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

(CORPORATE SEAL)

Telephone Number: _____

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: _____

**CONTRACT AGREEMENT
SALINA AIRPORT AUTHORITY**

THIS AGREEMENT, made as of _____ is
{Insert Effective Date Of Agreement}

BY AND BETWEEN

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

And the CONTRACTOR:

WITNESSETH:

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

Pump House 305 Underground Storage Tank System Decommissioning

hereinafter referred to as the Project.

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

Article 1 - Work

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

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Insurance certificates, documents incorporated by reference, documents

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

Article 3 – Contract Price

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

_____ (\$ _____)
(Amount in Written Words) (Amount in Numerals)

subject to the following;

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

Article 4 – Payment

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

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

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

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

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER’S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **forty five (45) calendar days or less** of the commencement date stated within the Notice-to-Proceed.

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

Article 6 – Liquidated Damages

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

Furthermore, the CONTRACTOR understands and agrees that;

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

Article 7 – CONTRACTOR’S Representations

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

Article 8 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or

transferred to any other person, entity, firm or corporation without prior written consent of both parties;

- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 9 – OWNER’S Representative

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

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

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

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

OWNER

Name: _____

Address: _____

By: _____

Signature

Title of Representative

ATTEST

By: _____

Signature

Title

CONTRACTOR

Name: _____

Address: _____

By: _____

Signature

Title of Representative

ATTEST

By: _____

Signature

Title

FIGURES

Contract Documents/Specifications
Salina Airport Industrial Center Project
Pump House 305 Underground Storage Tank System Decommissioning
Salina Airport Authority
Salina Regional Airport

ATTACHMENTS

Contract Documents/Specifications
Salina Airport Industrial Center Project
Pump House 305 Underground Storage Tank System Decommissioning
Salina Airport Authority
Salina Regional Airport

DRAFT

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Contract Documents/Specifications
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