



REQUEST FOR PROPOSALS

Special Inspection and Testing Services – SRE Expansion

REQUEST NUMBER: 2402

DUE DATE: February 8, 2024

DUE TIME: 2:00 pm (local)

Contents

INTRODUCTION	2
SOLICITATION AND PROJECT SCHEDULE	2
SITE INSPECTION	2
WORK SCOPE	3
General	3
Special Inspection and Tests	3
Qualifications	3
Special Inspection Testing.....	3
Testing Laboratory Insurance Requirements	5
Report of Special Inspections.....	5
Final Report of Special Inspections	6
Construction Documents	6
REQUESTS FOR INFORMATION.....	6
SUBMISSION FORMAT AND EVALUATION CRITERIA	6
REQUEST FOR PROPOSAL SUBMISSION	7
AIRPORT SECURITY	8
TERMS AND CONDITIONS	10
MICHIGAN FREEDOM OF INFORMATION ACT	11
EVALUATION, STATUS UPDATES/AWARD NOTIFICATION	12
EXHIBITS	13
Exhibit A – Statement of Special Inspections	13

INTRODUCTION

The Gerald R Ford International Airport Authority (GFIAA) is requesting proposals for Special Inspection and Structural Testing as part of a quality assurance program intended to ensure that the work is performed in accordance with the Contract Documents for the construction of the Snow Removal Equipment Storage Building Expansion.

The Gerald R. Ford International Airport is the second busiest airport in Michigan, serving business and leisure travelers with nonstop and connecting flights on six airlines. The Ford Airport is managed and operated by the Gerald R. Ford International Airport Authority.

SOLICITATION AND PROJECT SCHEDULE

ACTIVITY	DATE
RFP Issue Date	January 9, 2024
Question Deadline	February 1, 2024
Submission Due Date	February 8, 2024 at 2 pm
Contract Start Date	March 1, 2024

GFIAA reserves the right to modify the deadline set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum.

SITE INSPECTION

Respondents may request an on-site inspection by appointment only. Discussions between the Respondent and airport staff during the on-site inspection do not override any written specification or correspondence provided in this solicitation.

CONTACT FOR AN APPOINTMENT	
Contact Name	Jeff Berghage
Contact Email	jberghage@grr.org

Respondents shall not communicate with the above contact for any reason other than for on-site inspection purpose. Any Respondent requesting a modification to the written specification should contact the Purchasing Department as instructed within this request.

WORK SCOPE

General

Special Inspection and Structural Testing shall be in accordance with Chapter 17 of the 2015 Building Code of Michigan. The program of Special Inspection and Structural Testing is a quality assurance program intended to ensure that the work is performed in accordance with the Contract Documents.

Special Inspection and Tests

Required inspections and tests are described in the attached Statement of Special Inspections and Tests and the individual specification Sections for the items to be inspected or tested.

The Special Inspector, his agents, and the Independent Testing Laboratory (ITL) shall perform, but not be limited to, the project testing and inspection services as indicated in the attached Statement of Special Inspection and Tests.

Qualifications

The Special Inspector shall be a licensed Professional or Structural Engineer or International Code Council (ICC) Certified Special Inspector who is approved by the Owner, Structural Engineer of Record (SER) and Building Code Enforcement Official (BCEO). The Special Inspector may be an employee of the Testing Laboratory or an independent firm in a joint venture. Special Inspections shall be performed by inspectors qualified as per the Michigan Building code section 1704.2.1.

The Testing Laboratory and individual technicians shall be approved by the Owner, SER, and BCEO. The Testing Laboratory shall maintain a full-time ICC Certified Special Inspector on staff who shall certify all test reports. This individual shall be responsible for the training of the testing technicians and shall be in responsible charge of the field and laboratory testing operations.

The Special Inspector and Testing Laboratory shall submit, to the Owner, SER and BCEO, for review a copy of their qualifications, which shall include the names and qualifications of each of the individual inspectors and technicians who will be performing inspections or tests.

The Special Inspector and Testing Laboratory shall disclose any past or present business relationship or potential conflict of interest with the Architect (C&S Engineers), Contractor, or any of the Subcontractors whose work will be inspected or tested.

Special Inspection Testing

Specific items to be tested and the frequency as to which the tests are to be performed are as noted in this

document and on the Statement of Special Inspections and Tests.

The Testing Laboratory shall make tests necessary to assure compliance with the plans and specifications and local building codes and label all test samples and cylinders with identifying marks. Testing Laboratory shall inspect and/or test assemblies, specimens, work performed, and techniques as specified.

Testing Laboratory shall coordinate scheduling and cooperate with Contractor and provide qualified personnel. Testing Laboratory shall promptly notify Contractor and SER of observed irregularities, deficiencies in work, and report any test results that fail to comply with the requirements of the Contract Documents.

Testing Laboratory shall promptly process and distribute all copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay to the progress of the work. When laboratory testing or inspections suggest materials are not in conformance with the project documentation, the Architect and Contractor shall be notified within 24 hours. The testing laboratory shall provide a written report within three days related to every project test and inspection except daily reports are required for concrete testing.

Electronic distribution of reports shall include each of the following:

- Owner
- Contractor
- Engineer/Architect
- Building Code Official, as requested

Each report shall include:

- Date issued.
- Project title and number.
- Testing Laboratory name, address, and telephone number.
- Name of Special Inspector and/or Testing Laboratory inspector and job number.
- Date and time of sampling or inspection.
- Record of temperature and weather conditions.
- Date of test.
- Identification of specification section.
- Location of sample or test in the project.
- Type of inspection or tests.
- Interpretation of test results.

- Each report shall have testing laboratory written comments stating that the test results comply with the specified requirements and/or identify retest instructions given to the Contractor and require follow-up test reports that are identified as the retest reports. The retest reports shall identify the original testreport.

The Testing Laboratory is not authorized to release, revoke, alert or enlarge on requirements of Contract Documents. The Testing Laboratory is not authorized to perform any duties of the Contractor.

The Testing Laboratory shall not have control over the Contractor's means and methods of construction. The Testing Laboratory shall not be responsible for construction site safety. The Testing Laboratory has no authority to stop the work.

Testing Laboratory Insurance Requirements

Provide comprehensive and general liability insurance with limits of liability of not less than five hundred thousand dollars (\$500,000) for property damage per occurrence.

Provide statutory worker's compensation insurance and employer's liability insurance with applicable maximum coverage as required by governing law.

Provide excess liability insurance, umbrella form, in the amount of five hundred thousand dollars (\$500,000). Provide errors and omissions professional liability insurance in the amount of one million dollars (\$1,000,000).

Report of Special Inspections

The special inspector shall notify the Architect / Engineer of nonconforming items observed within 24 hours of the observation.

Submit a biweekly Special Inspection Report until all inspections are complete. A report is required for each biweekly period in which Special Inspections activity occurs, and must include the following:

- A summary of the work performed during the reporting time frame.
- Changes and/or discrepancies with the drawings and specifications that were observed during the reporting period.
- Discrepancies which were resolved or corrected.
- A list of nonconforming items requiring resolution.
- All applicable test results including nondestructive testing.

The Special Inspector shall not have control over the Contractor's means and methods of construction. The Special Inspector shall not be responsible for construction site safety. The Special Inspector has no authority to stop the work.

Final Report of Special Inspections

The Final Report of Special Inspections shall be completed by the Special Inspector and /or the Testing Laboratory and be submitted to the Owner, SER, and BCEO prior to issuance of a Certificate of Use and Occupancy.

Construction Documents

Access project documents at the following Dropbox Link:

<https://www.dropbox.com/scl/fo/3ikzc9zres8e1ivkolqrb/h?rlkey=s8tt5dha7eidi5an84kpaijnh&dl=0>

REQUESTS FOR INFORMATION

Questions regarding this solicitation are to be submitted in writing to purchasing@grr.org prior to 2 p.m. on February 1st, 2024.

GFIAA reserves the right to publish and respond to an inquiry, respond directly to the inquirer without publishing or not respond to the inquiry at its sole discretion. Unless otherwise indicated, all questions will be compiled into one document and answers will be issued as a Questions & Answers document within 4 days after the question deadline.

It is the firm's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this solicitation. Lack of understanding or misinterpretation of any portions of this solicitation shall not be cause for withdrawal after opening or for subsequent protest of award.

Addendums will only be published by the GFIAA Purchasing Department and available for review at www.grr.org.

SUBMISSION FORMAT AND EVALUATION CRITERIA

Submissions should include and will be evaluated on the elements outlined below:

Executive Summary – One (1) page maximum

Summarize the Respondent's strong points and how experience, particularly with similar responsibilities, will benefit the stakeholders.

Business Organization – One (1) page maximum

State the full name and address of the organization and, if applicable, the branch office, consultants, or

other subordinate elements that will provide or assist in providing the service. **Include phone number(s), email address(s)** and Respondent's website address.

Project Staffing – Four (4) pages maximum

Provide a chart with the staff you are committing to the solicitation. Show lines of authority and communication, and provide a brief role description with responsibilities for each person as they relate to the solicitation as well as each staff member's key credentials

Relevant Experience – One (1) page maximum

Provide a minimum of three (3) relevant references, preferably for projects of similar scope and complexity. Include the names of the projects, location, completion date, project cost, and specific challenges; identify project team members and references for each project including telephone numbers and email addresses.

Fee Proposal – Four (4) pages maximum

Provide a hourly rate sheet and a total budgeted Not-To-Exceed price for all testing on your standard form. Not-To-Exceed price shall consider general working hours of 7:00 am to 5:00 pm, Monday – Friday. Time and Expense will serve as the basis of payment for this contract.

REQUEST FOR PROPOSAL SUBMISSION

Responses may be delivered physically or electronically. To be considered, complete submissions must be received prior to the due date and time specified (local time).

- Hard copy responses can be mailed or otherwise delivered to the address below.

Submission address:

Attn: AJ Nye, Procurement Specialist

Gerald R Ford International Airport Authority

5500 44th St SE

Grand Rapids, MI 49512

- Electronic responses can be securely uploaded as a single pdf document to:

<https://www.dropbox.com/request/hReSMKt9DGgRs58Z6Ly1>

Electronic submissions shall be named with a form or portion of the firm's name as part of the document name.

The firm certifies the response submitted has not been made or prepared in collusion with any other respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other respondent prior to the official opening of this request. This certification may be treated for all purposes as if

it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to the making of false statements.

Submissions may be withdrawn by written request only if the request is received on or before the opening date and time.

Submissions not meeting these criteria may be deemed non-responsive.

GFIAA is not liable for any costs incurred by any prospective firm prior to the awarding of a contract, including any costs incurred in addressing this solicitation.

AIRPORT SECURITY

It is essential that during the performance of this contract that airport security be maintained and that operations under this agreement conform to Airport security requirements.

Airport-Issued Identification Badges -

Identification badges are issued by the Airport Police Department to provide unescorted access to authorized employees performing job duties within the airport. Contractors assigned to this account must be badged to provide services within the Secure Area. GRFIAA will not provide escort. The Contractor assumes responsibility for the conduct of all personnel working on airport property. All personnel within the Secured Area must display an airport-issued identification badge or be escorted by personnel with a badge who has been granted escort privileges. Identification badges must be worn on an individual's outermost garment and above the waist at all times.

The Airport encourages all Contractor personnel to be badged. **An unbadged person is to be under escort at all times.** This will be strictly enforced.

Badges are the property of the Airport and must be returned promptly upon fulfillment of this agreement, an individual's termination or at the request of the GRFIAA. Failure to return badges may result in the Contractor being declared nonresponsive and ineligible for future Airport contracts.

Pre-Badging Requirements for General Contractor -

Contractor should coordinate badge requirements with the Airport Project Manager. **DO NOT WAIT UNTIL THE LAST MINUTE.** The following documents are required before the Contractor begin the badging process for themselves, their subcontractors or their employees:

1. Project Letter from Contractor – Letter must include the Project Name with Start Date and estimated End Date, PLUS a list of all Subcontractors (if any).
2. Authorized Signer Letter(s) – Contractors/subcontractors will designate one or more individuals to be Authorized Signers for badge enrollments. The Authorized Signer letter must be on company letterhead. An Authorized Signer must obtain an airport badge prior to attending signatory training which is administered by the Airport Security Coordinator. The badging process is outlined below.

Badging Process –

The badging process requires two visits to the Airport Police office for each applicant.

1. Badge Application and Background Checks

The process is initiated with the Authorized Signatory. They will be enrolling the applicant in the airport's SAFE Signatory Portal. Once enrolled and submitted, each applicant must make an initial appointment with the airport badging office. (www.grrbadging.as.me)

As outlined in the appointment information, each individual is required to provide 2 pieces of acceptable ID, as well as provide a completed GRR Fingerprint Application. Information about acceptable IDs and the GRR Fingerprint Application can be found on the badging services page: <http://www.grr.org/badging-services.php>

The airport will perform two background checks on the applicant:

a. A security threat assessment (STA) is a name verification background check conducted by the Transportation Security Administration (TSA).

b. A criminal history records check (CHRC) is a fingerprint-based background check to determine if personnel have been convicted of a felony within the last ten (10) years. Background check results can take anywhere from two days to two weeks to be completed.

The Contractor's Authorized Signatory will be notified once the background checks have been completed and approved. The Authorized Signatory will notify the individual and have them schedule their assigned appointment for Badge Training and Issuance.

2. Training and Badge Issuance

The applicant will make an appointment at www.grrbadging.as.me for their assigned training and badge issuance. Training may include the following depending on which privileges the Authorized Signatory assigned during enrollment:

- a. SIDA training
- b. Non-movement driver's training

Each training takes approximately 45 minutes to complete. Once completed and passed, the individual will receive their ID.

Training/Badging must be completed within 30 days from date of approval. Applicants who fail to complete badging within the allotted time will be assessed a resubmission fee.

3. Authorized Signatory Training (IF APPLICABLE)

If an individual will be designated as an Authorized Signatory for their company, they will need to schedule an appointment for Authorized Signatory Training with the Airport Security Coordinator. This is typically handled through communication with the original Authorized Signatory and can only be completed after they have received their badge.

All initial badging fees will be at no cost to the Contractor. If an ID badge is lost, stolen, or otherwise unaccounted for immediate notify Airport Communications at 616.233.6055. The ID badge replacement fee is \$50.00. The badge holder is responsible for the ID badge replacement fee.

TERMS AND CONDITIONS

GFIAA reserves the right to require that its standard terms and conditions apply to any actual order placed in response to a firm's submission. No attempt to modify GFIAA's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by GFIAA.

No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the GFIAA.

The intent of these specifications is to solicit a properly designed and all-inclusive response. Any requirements not in the specifications, but which are needed for such a response, are to be included in the submission.

The Gerald R Ford International Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Respondent shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, 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.

The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations at all times during the completion of any contract with the GFIAA.

The terms of this request shall be interpreted, construed and enforced pursuant to the laws of the State of Michigan, and the Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in Michigan.

The GFIAA is tax-exempt and a regional airport authority organized under 2015 P.A. 95, being MCL 259.137 et. seq.

Vendor Representation and Warranty Regarding Federal Excluded Parties List: The Respondent acknowledges that the GFIAA may be receiving funds from or through the Federal Government; such funds may not be used to pay any Respondent on the Federal Excluded Parties List (EPLS). The Respondent represents and warrants to the GFIAA that it is not on the Federal EPLS. If the Respondent is in non-compliance at any time during execution or term of this

agreement (including any extensions thereof), the Respondent shall be in breach and the GFIAA shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to the Respondent, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorney fees (including the costs of in-house counsel) sustained as a result of the Respondent's non-compliance with this warranty and representation.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as that term is defined in the Act.

Insurance requirements are posted on the Documents and Forms page of the GFIAA website within the Purchasing Terms and Conditions document.

Termination For Cause: Should the firm fail to perform the Work as required by and in accordance with the schedule or time requirements, or otherwise violate any of the terms set forth in the Solicitation Request, it shall constitute breach of the Contract. Other than in force majeure situations, Respondent shall have five (5) calendar days to cure a breach of the Contract (the "Cure Period") following issuance of GFIAA written notice. Failure to cure a breach of the Contract within said Cure Period shall allow the GFIAA to, without further notice to the Respondent, declare the Contract terminated and proceed with the replacement of the Respondent and the GFIAA shall be entitled to all remedies available to it at law or in equity including a claim against any required payment/performance bonds.

Termination Without Cause: Notwithstanding any other provision, at any time and without cause, GFIAA shall have the right, in its sole discretion, to terminate the contract by giving sixty (60) days written notice.

Although it is the intent to contract with one provider, the GFIAA reserves the right to contract with alternate sources if the Respondent is unable or unwilling to service its obligation, or it is deemed by GFIAA to be in its best interest to use alternate sources.

Assignment: Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party.

Respondent warrants that they are an authorized provider of products or services of his/her submission.

MICHIGAN FREEDOM OF INFORMATION ACT

Information submitted in this solicitation is subject to the Michigan Freedom of Information Act and may not be held in confidence after the Respondent's submission is opened. A submission will be available for review after the project has been awarded.

GFIAA cannot assure that all of the information submitted as part of or peripheral to the Respondent's submission will be kept confidential. Any Respondent submission language designated as confidential is considered automatically invalid and void. GFIAA is subject to the Michigan Freedom of Information Act, which prohibits it from concealing information on or associated with responses, successful or unsuccessful, once they are opened.

EVALUATION, STATUS UPDATES/AWARD NOTIFICATION

The Authority reserves the right to request additional information it may deem necessary after the submissions are received.

As part of the evaluation process, Respondents may be requested to make an oral presentation, at the Respondent's expense, to an evaluation committee. Key staff to be assigned to this project must participate in this presentation unless otherwise waived by the Authority. The presentation may be followed by a question-and-answer session.

The Authority reserves the right at its discretion to waive irregularities of this solicitation process.

In the event of extension errors, the unit price shall prevail and the Respondent's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Respondent's total will be corrected accordingly. Respondent must check their submission where applicable. Failure to do so will be at the Respondent's risk. Submissions having erasures or corrections must be initialed in ink by the Respondent. Respondents are cautioned to recheck their submissions for possible errors.

The Respondent shall not be allowed to take advantage of error, omissions or discrepancies in the specifications.

The Authority, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to the Authority. The Authority, at its sole discretion, shall select the most responsive and responsible Respondent and evaluate all responses based on the requirements and criterion set forth in this solicitation while reserving the right to weigh specifications and other factors in the award. The Authority reserves the right to reject any and all submissions as a result of this solicitation.

The Authority reserves the right to award by line item when applicable and to accept or reject any or all parts of a submission.

Accelerated discounts should be so stated at the time of submission. If quick-pay discounts are offered, The Authority reserves the right to include that discount as part of the award criterion. Prices must, however, be based upon payment in thirty (30) days after receipt, inspection, and acceptance. In all cases, quick-pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

Award notifications are posted on the Authority website. It is the Respondent's responsibility to monitor the website for status updates.

EXHIBITS

Exhibit A – Statement of Special Inspections

See next page



C&S ENGINEERS, INC.
499 COL. EILEEN COLLINS BLVD.
Syracuse, NY 13212

STATEMENT OF SPECIAL INSPECTIONS & TESTS
 As Required by the 2015 Building Code of Michigan

BC § 1704.3 requires that the project Registered Design Professional in responsible charge to complete the Statement of Special Inspections. Completion of this Statement of Special Inspections and submission to the Code Compliance Unit with the Construction Permit Application is a condition for issuance of the Construction Permit.

Project: GRR SRE Building Expansion

Project #: C-378

Project Title: SRE Expansion

Project Manager: Amy Sonbuchner, AIA

Architect/Engineer: C&S Engineers

Name of Person Completing this Statement: John W. Obleman, P.E.

Date: September 18, 2023

Comments:

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
A. Special Cases (Add requirements under Part S as necessary)			1705.1.1			Special Inspections and Tests shall be required for proposed work that is, in the opinion of the building official, unusual in its nature.
B. Steel Construction.			1705.2			
1. Structural Steel			1705.2.1			
a. Inspection tasks prior to welding;			1705.2.1			AISC 360 Table N5.4-1
i. Welding procedure specifications (WPSs) available	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1
ii. Manufacturer certifications for welding consumables available	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1
iii. Material identification (type/grade)		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1
iv. Welder identification system		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1 The fabricator or erector, as applicable, shall maintain a system by which a welder who has welded a joint or member can be identified. Stamps, if used, shall be the low-stress type.
v. Fit up of groove welds (including joint geometry)		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1
vi. Configuration and finish of access holes		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1
vii. Fit-up of fillet welds		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1
viii. Check Welding equipment		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
b. Inspection Tasks During Welding			1705.2.1			AISC 360 Table N5.4-2
i. Use of qualified welders.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-2
ii. Control and Handling of welding consumables.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-2
iii. No welding over cracked tack welds.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-2
iv. Environmental Conditions		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-2
v. Verify WPS followed		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-2
vi. Verify Welding Techniques		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-2
c. Inspection Tasks after Welding			1705.2.1			AISC 360 Table N5.4-3
i. Welds cleaned		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
ii. Size, length, and location of welds	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
iii. Welds meet visual acceptance criteria	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
iv. Arc strikes	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
v. K-area			1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3; When welding of doubler plates, continuity plates or stiffeners has been performed in the k-area, visually inspect the web k-area for cracks within 3 in. (75mm) of the weld.
vi. Backing removed and weld tabs removed (if required)	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
vii. Repair activities	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
viii. Document acceptance or rejection of welded joint or member	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
d. Inspection Tasks Prior to Bolting			1705.2.1			AISC 360 Table N5.6-1
i. Manufacturer's certification available for fastener materials	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1
ii. Fasteners marked in accordance with ASTM requirements		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1
iii. Proper fasteners selected for the joint detail (grade, type, bolt length if threads are to be excluded from shear plane)		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1
iv. Proper bolting procedure selected for joint detail		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1
v. Connecting elements, including the appropriate faying surface condition and		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
hole preparation, if specified, meet applicable requirements.						
vi. Pre-installation verification testing by installation personnel observed and documented for fastener assemblies and methods used.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1
vii. Proper storage provided for bolts, nuts, washers and other fastener components.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1
e. Inspection Tasks During Bolting			1705.2.1			AISC 360 Table N5.6-2
i. Fastener assemblies, of suitable condition, placed in all holes and washers (if required) are positioned as required.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-2
ii. Joint brought to the snug-tight condition prior to the pretensioning operation.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-2
iii. Fastener component not turned by the wrench prevented from rotating.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-2
iv. Fasteners are pretensioned in accordance with the RCSC Specification, progressing systematically from the most rigid point toward the free edges.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-2
f. Inspection Tasks After Bolting			1705.2.1			AISC 360 Table N5.6-3
i. Document acceptance or rejection of bolted connections.	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-3
g. Inspection of Steel Elements of Composite Construction Prior to Concrete Placement			1705.2.1			AISC 360 Table N6.1
i. Placement and installation of steel deck.	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N6.1
ii. Placement and installation of steel headed stud anchors.	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N6.1
iii. Document acceptance or rejection of steel elements	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N6.1
2. Cold-Formed Steel Deck			1705.2.2	<input checked="" type="checkbox"/>		
a. Inspection or Execution Tasks prior to Deck Placement			1705.2.2			SDI QA/QC Table 1.1
i. Verify compliance of materials (deck and all deck accessories) with construction documents, including profiles,	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.1

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
material properties, and base metal thickness.						
ii. Document acceptance or rejection of deck and deck accessories.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.1
b. Inspection or Execution Tasks after Deck Placement						SDI QA/QC Table 1.2
i. Verify compliance of deck and all deck accessories installation with construction documents.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.2
ii. Verify deck materials are represented by the mill certifications that comply with the construction documents.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.2
iii. Document acceptance or rejection of installation of deck and deck accessories.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.2
c. Inspection or Execution Tasks Prior to Welding			1705.2.2			SDI QA/QC Table 1.3
i. Welding Procedure Specifications (WPS) available.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.3
ii. Manufacturer certifications for welding consumables available		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.3
iii. Material identification (type/grade).		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.3
iv. Check welding equipment.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.3
d. Inspection or Execution Tasks during Welding			1705.2.2			SDI QA/QC Table 1.4
i. Use of qualified welders.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.4
ii. Control and handling of welding consumables.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.4
iii. Environmental conditions (wind speed, moisture, temperature).		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.4
iv. Verify WPS followed.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.4
e. Inspection or Execution Tasks after Welding			1705.2.2			SDI QA/QC Table 1.5
i. Verify size and location of welds, including support, sidelap, and perimeter welds.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.5
ii. Welds meet visual acceptance criteria.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.5
iii. Verify repair activities.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.5
iv. Document acceptance or rejection of welds.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.5
f. Inspection or Execution Tasks prior to Mechanical Fastening			1705.2.2			SDI QA/QC Table 1.6

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
i. Manufacturer installation instructions available for mechanical fasteners.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.6
ii. Proper tools available for fastener installation.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.6
iii. Proper storage for mechanical fasteners.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.6
g. Inspection or Execution Tasks during Mechanical Fastening			1705.2.2			SDI QA/QC Table 1.7
i. Fasteners are positioned as required.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.7
ii. Fasteners are installed in accordance with manufacturer's instructions.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.7
h. Inspection or Execution Tasks after Mechanical Fastening			1705.2.2			SDI QA/QC Table 1.8
i. Check spacing, type, and installation of support fasteners.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.8
ii. Check spacing, type, and installation of sidelap fasteners.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.8
iii. Check spacing, type, and installation of perimeter fasteners.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.8
iv. Verify repair activities.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.8
v. Document acceptance or rejection of mechanical fasteners.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.8
3. Open-Web Steel Joists and Joist Girders			1705.2.3			
a. Installation of open-web steel joists and joist girders			Table 1705.2.3	<input type="checkbox"/>		
i. End connections – welded or bolted.		X	Table 1705.2.3	<input type="checkbox"/>		SJI Specifications listed in Section 2207.1.
ii. Bridging – Horizontal or diagonal.			Table 1705.2.3			
a. Standard bridging.		X	Table 1705.2.3	<input type="checkbox"/>		SJI Specifications listed in Section 2207.1.
b. Bridging that differs from the SJI specifications listed in Section 2207.1		X	Table 1705.2.3	<input type="checkbox"/>		
4. Cold-Formed Steel Trusses spanning 60 feet or Greater		X	1705.2.4	<input type="checkbox"/>		The Special Inspector shall verify that the temporary restraint/bracing and the permanent individual truss member restraint/bracing are installed in accordance with the approved truss submittal package.

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
C. Concrete Construction			1705.3			
1. Inspect reinforcement, including prestressing tendons, and verify placement.		X	Table 1705.3	<input checked="" type="checkbox"/>		ACI 318 Ch. 20, 25.2, 25.3, 26.6.1-26.6.3 IBC 1908.4
2 Reinforcing Bar Welding:			Table 1705.3 1705.3.1			AWS D1.4, ACI 318: 26.6.4
a. Verify weldability of reinforcing bars other than ASTM A706:		X	Table 1705.3	<input type="checkbox"/>	Not Permitted	AWS D1.4 ACI 318: 26.6.4
b. Inspect single pass fillet welds, maximum 5/16"; and		X	Table 1705.3	<input type="checkbox"/>	Not Permitted	AWS D1.4 ACI 318: 26.6.4
c. Inspect all other welds	X		Table 1705.3	<input type="checkbox"/>	Not Permitted	AWS D1.4 ACI 318: 26.6.4
3. Inspect anchors cast in concrete.		X	Table 1705.3	<input checked="" type="checkbox"/>		ACI 318: 17.8.2
4. Inspect anchors post-installed in hardened concrete members.		X	Table 1705.3	<input checked="" type="checkbox"/>		
a. Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads.	X		Table 1705.3	<input checked="" type="checkbox"/>		ACI 318: 17.8.2.4
b. Mechanical anchors and adhesive anchors not defined in item 4a.		X	Table 1705.3	<input checked="" type="checkbox"/>		ACI 318: 17.8.2
5. Verify use of required design mix		X	Table 1705.3	<input checked="" type="checkbox"/>		ACI 318: Ch. 19, 26.4.3, 26.4.4; IBC 1904.1, 1904.2, 1908.2, 1908.3
6. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of concrete.	X		Table 1705.3	<input checked="" type="checkbox"/>		ASTM C172, ASTM C31; ACI 318: 26.4, 26.12; IBC 1908.10
7. Inspect concrete and shotcrete placement for proper application techniques.	X		Table 1705.3	<input checked="" type="checkbox"/>		ACI 318: 26.5; IBC 1908.6, 1908.7, 1908.8
8. Verify maintenance of specified curing temperature and techniques.		X	Table 1705.3	<input checked="" type="checkbox"/>		ACI 318: 26.5.3-26.5.5 IBC: 1908.9
9. Inspect Prestressed concrete for:			Table 1705.3	<input type="checkbox"/>		
a. Application of prestressing forces; and	X		Table 1705.3	<input type="checkbox"/>		ACI 318: 26.10
b. Grouting of bonded prestressing tendons	X		Table 1705.3	<input type="checkbox"/>		ACI 318: 26.10
10. Inspect erection of precast concrete members		X	Table 1705.3	<input type="checkbox"/>		ACI 318: Ch. 26.8
11. Verify in-situ concrete strength, prior to stressing tendons in post-tensioned concrete and prior to removal		X	Table 1705.3	<input type="checkbox"/>		ACI 318: 26.11.2

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
of shores and forms from beams and structural slabs.						
12. Inspect formwork for shape, location and dimensions of the concrete member being formed.		X	Table 1705.3	<input type="checkbox"/>		
D. Masonry Construction (Check LA, LB or LC below) <input type="checkbox"/> LA = Level A Quality Assurance <input checked="" type="checkbox"/> LB = Level B Quality Assurance <input type="checkbox"/> LC = Level C Quality Assurance			1705.4			TMS 402/ACI530/ASCE5 TMS 602/ACI530.1/ASCE6
Level A Quality Assurance: Minimum Verification			1705.4			
A1. Prior to construction, verify certificates of compliance used in masonry construction.		X	1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.1
Level B Quality Assurance: Minimum Special Inspections			1705.4			
B1. Verify Compliance with approved submittals.		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B2: As masonry construction begins, verify that the following are in compliance:			1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B2a: Proportions of site-prepared mortar.		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B2b: Construction of Mortar Joints.		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B2c: Grade and size of prestressing tendons and anchorage.		X	1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B2d: Location of reinforcement, connectors, and prestressing tendons and anchorage.		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B2e: Prestressing technique.		X	1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B2f: Properties of thin bed mortar for AAC masonry.	X	X	1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2 Continuous inspection required for the first 5000sf of AAC Masonry, Periodic inspection is required after the first 5000sf of AAC masonry.
B3. Prior to grouting, verify that the following are in compliance:		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
B3a: Grout space.		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B3b: Grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorage.		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B3c: Placement of reinforcement, connectors, and prestressing tendons and anchorage.		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B3d: Proportions of site-prepared grout for bonded tendons.		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B3e: Construction of mortar joints.		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B4: Verify during construction:		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B4a: Size and location of structural elements.		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B4b: Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction.		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B4c: Welding of reinforcement.	X		1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B4d: Preparation, construction, and protection of masonry during cold weather (temperature below 40dF) or hot weather (temperature above 90dF)		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B4e: Application and measurement of prestressing force.	X		1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B4f: Placement of grout and prestressing grout for bonded tendons is in compliance.	X		1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B4g: Placement of AAC masonry units and construction of thin-bed mortar joints.	X	X	1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2 Continuous inspection required for the first 5000sf of AAC Masonry, Periodic inspection is required after the first 5000sf of AAC masonry.
B5: Observe preparation of grout specimens, mortar specimens, and/or prisms.		X	1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
Minimum Tests			1705.4			
B6: Verification of Slump flow and Visual Stability Index (VSI) as delivered to the project site in accordance			1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
with Specification Article 1.5B1.b.3 for self-consolidating grout.						
B7: Verification of f'_m and f'_{ac} in accordance with Specification Article 1.4B prior to construction, except where specifically exempted by this Code.			1705.4	<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
Level C Quality Assurance: Minimum Special Inspections			1705.4			
C1. Verify compliance with the approved submittals.		X	1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2. Verify that the following are in compliance:			1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2a. Proportions of site mixed mortar, grout and prestressing grout for bonded tendons.		X	1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2b. Grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorages.		X	1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2c. Placement of masonry units and construction of mortar joints.		X	1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2d. Placement of reinforcement, connectors, and prestressing tendons and anchorages.	X		1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2e. Grout spacing prior to grouting.	X		1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2f. Placement of grout and prestressing grout for bonded tendons.	X		1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2g. Size and location of structural elements.		X	1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2h. Type, size, and location of anchors including other details of anchorage of masonry to structural members, frames, or other construction.	X		1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2i. Welding of reinforcement.	X		1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2j. Preparation, construction, and protection of masonry during cold weather (temperature below 40dF) or hot weather (temperature above 90dF).		X	1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
C2k. Application and measurement of prestressing force.	X		1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2l. Placement of AAC masonry units and construction of thin-bed mortar joints.	X		1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2m. Properties of thin-bed mortar for AAC masonry.	X		1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C3. Observe preparation of grout specimens, mortar specimens, and/or prisms.	X		1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
Minimum Tests			1705.4			
D1. Verification of f'm and f' AAC in accordance with Specification Article 1.4B prior to construction and for every 5,000sf during construction.			1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
D2. Verification of proportions of materials in premixed or preblended mortar, prestressing grout, and grout other than self-consolidating grout, as delivered to the project site.			1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
D3. Verification of Slump flow and Visual Stability Index (VSI) as delivered to the project site in accordance with Specification Article 1.5B.1.b.3 for self-consolidating grout.			1705.4	<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
E. Wood Construction			1705.5			
1. High Load Diaphragms		X	1705.5.1	<input type="checkbox"/>		
2. Metal Plate Connected Wood Trusses spanning 60 feet or Greater		X	1705.5.2	<input type="checkbox"/>		
F. Soils			1705.6			
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.		X	Table 1705.6	<input checked="" type="checkbox"/>		
2. Verify excavations are extended to a proper depth and have reached proper material.		X	Table 1705.6	<input checked="" type="checkbox"/>		
3. Perform classification and testing of compacted fill materials.		X	Table 1705.6	<input checked="" type="checkbox"/>		
4. Verify use of proper materials, densities and lift thicknesses during placement	X		Table 1705.6	<input checked="" type="checkbox"/>		

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
and compaction of compacted fill.						
5. Prior to placement of compacted fill, inspect subgrade and verify that site has been prepared properly.		X	Table 1705.6	<input checked="" type="checkbox"/>		
G. Driven Deep Foundations			1705.7			
1. Verify element materials, sizes and lengths, comply with the requirements.	X		Table 1705.7	<input type="checkbox"/>		
2. Determine capacities of test elements and conduct additional load tests, as required.	X		Table 1705.7	<input type="checkbox"/>		
3. Inspect driving operations and maintain complete and accurate records for each elements.	X		Table 1705.7	<input type="checkbox"/>		
4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.	X		Table 1705.7	<input type="checkbox"/>		
5. For steel elements, perform additional special inspections in accordance with Section 1705.2.	-	-	Table 1705.7	<input type="checkbox"/>		
6. For concrete elements and concrete-filled elements, perform tests and additional special inspections in accordance with Section 1705.3.	-	-	Table 1705.7	<input type="checkbox"/>		
7. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge.	-	-	Table 1705.7	<input type="checkbox"/>		
H. Cast-in-place Deep Foundations			1705.8			
1. Inspect drilling operations and maintain complete and accurate records for each element.	X		Table 1705.8	<input type="checkbox"/>		
2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable),	X		Table 1705.8	<input type="checkbox"/>		

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
lengths, embedment into bedrock (if applicable) and adequate end-bearing strata capacity. Record concrete or grout volumes.						
3. For concrete elements, perform tests and additional special inspections in accordance with Section 1705.3.	-	-	Table 1705.8	<input type="checkbox"/>		
I. Helical Pile Foundations	X		1705.9			
J. Fabricated Items			1705.10 1704.2.5			Where fabrication of structural, load-bearing, or lateral load resisting members or assemblies is being conducted on the premises of a fabricators shop
1. Structural Steel		X		<input checked="" type="checkbox"/>		
2. Steel Joists		X		<input type="checkbox"/>		
3. Precast Concrete		X		<input type="checkbox"/>		
4. Wood Construction		X		<input type="checkbox"/>		
K. Special Inspections for Wind Resistance			1705.11			RDP to identify the main windforce-resisting systems and wind-resisting components that are subject to special inspection per BC Section 1704.3.3.
1. Structural Wood	X	X	1705.11.1	<input type="checkbox"/>		
2. Cold Formed steel light framed Construction		X	1705.11.2	<input type="checkbox"/>		
3. Wind-resisting Components		X	1705.11.3	<input type="checkbox"/>		
L. Special Inspections for Seismic Resistance			1705.12			RDP to identify the designated seismic systems and seismic force-resisting systems that are subject to special inspection per BC Section 1704.3.2.
1. Structural Steel		X	1705.12.1	<input type="checkbox"/>		AISC 341 Section J
2. Structural Wood	X	X	1705.12.2	<input type="checkbox"/>		
3. Cold Formed steel light framed Construction		X	1705.12.3	<input type="checkbox"/>		
4. Designated seismic systems	X	X	1705.12.4	<input type="checkbox"/>		ASCE 7 Section 13.2.2
5. Architectural Components		X	1705.12.5	<input type="checkbox"/>		
6. Plumbing, Mechanical, and Electrical Components		X	1705.12.6	<input type="checkbox"/>		
7. Storage Racks		X	1705.12.7	<input type="checkbox"/>		
8. Seismic Isolation Systems		X	1705.12.8	<input type="checkbox"/>		
9. Cold Formed steel special bolted moment frames		X	1705.12.9	<input type="checkbox"/>		

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BC)	CONTINUOUS	PERIODIC	BC REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES	COMMENTARY/NOTES and REFERENCE STANDARDS
M. Testing for Seismic Resistance			1705.13			
1. Structural Steel		X	1705.13.1	<input type="checkbox"/>		
2. Nonstructural Components		X	1705.13.2	<input type="checkbox"/>		
3. Designated Seismic Systems		X	1705.13.3	<input type="checkbox"/>		
4. Seismic Isolation Systems		X	1705.13.4	<input type="checkbox"/>		
N. Sprayed Fire-Resistant Materials			1705.14			
1. Physical and visual tests		X	1705.14.1	<input type="checkbox"/>		
2. Structural Member Surface Conditions		X	1705.14.2	<input type="checkbox"/>		
3. Application		X	1705.14.3	<input type="checkbox"/>		
4. Thickness		X	1705.14.4	<input type="checkbox"/>		
5. Density		X	1705.14.5	<input type="checkbox"/>		
6. Bond Strength		X	1705.14.6	<input type="checkbox"/>		
O. Mastic and Intumescent Fire-Resistant Coatings		X	1705.15	<input type="checkbox"/>		
P. Exterior Insulation and Finish Systems (EIFS)			1705.16			
1. Exterior Insulation and Finish Systems (EIFS)		X	1705.16	<input type="checkbox"/>		
2. Water Resistant Barrier Coating		X	1705.16.1	<input type="checkbox"/>		
Q. Fire-Resistant Penetrations and Joints			1705.17			
1. Penetration Firestops		X	1705.17.1	<input type="checkbox"/>		
2. Fire-resistant joint systems		X	1705.17.2	<input type="checkbox"/>		
R. Testing for Smoke Control			1705.18			
1. Testing Scope		X	1705.18.1	<input type="checkbox"/>		
2. Qualifications		X	1705.18.2	<input type="checkbox"/>		
S. Additional Special Inspections/Tests			The registered design professional of record shall identify if additional tests and inspections defined by BC Section 1705.1.1 are required and provide specific requirements below.			
1.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		

NOTES:

1. RDP to provide reference specification section detailing the requirements for inspections and/or tests and other clarifying notes, as necessary.
2. Commentary/Notes are provided for information only and are not intended to provide complete details of the required tests and inspections. Refer to the Building Code of Michigan for complete and detailed requirements.

SERVICE CONTRACT

THIS SERVICE CONTRACT (the "Contract") is entered into this [____] day of [____], 20[_] by and between the Gerald R. Ford International Airport Authority, a regional airport authority organized under 2015 P.A. 95, being MCL 259.137 et. seq. ("Authority"), with a principal place of business at 5500 44th St SE, Grand Rapids, MI 49512 and [____], a [type of legal entity] ("Contractor"), with a principal place of business at [____].

WHEREAS, the parties hereto desire to enter into this Contract for the purpose of Authority retaining Contractor to provide the Work (as defined below).

In consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Scope of Work.

Contractor agrees to furnish all skilled labor and/or materials, tools and equipment necessary to perform and complete the following work: Special Inspection and Testing Services (as more fully described in Exhibit A hereto, the "Work"). The Work shall be performed in a good and workmanlike manner with the highest standards of attention to detail and in accordance with the specifications set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Scope of Work"). All Work is to be performed in such manner so as not to create any material disturbance to Authority, tenants, occupants, visitors, customers or the general public.

2. Compensation.

In consideration of the proper performance of the Work, Authority agrees to pay Contractor compensation in accordance with the Compensation Schedule attached hereto as Exhibit B. Contractor is solely responsible for any travel or other costs or expenses incurred by Contractor or its employees or subcontractors in connection with the performance of the Work, and in no event shall Authority reimburse Contractor or its employees or subcontractors for any such costs or expenses, unless such expenses and amounts are preapproved in writing by Authority and proper documentation satisfactory to Authority evidencing such costs or expenses has been submitted and approved. No payment shall be made until all work associated with the payment period has been performed as provided herein. All invoices for additional services must be pre-approved and received within 15 days of the service date.

3. Term.

The term of this Contract shall commence on September 1, 2020 and shall continue, unless earlier terminated pursuant to Section 8 or until i) June 2021 or ii) the Work has been completed, whichever is earlier.

4. Permits, Taxes and Related Expenses.

Contractor shall pay all excise, gross receipts, sales, consumer, use and other similar taxes required by law and shall secure all permits, licenses, and other approvals (including any third party consents) necessary for the performance of the Work. With respect to all employees and subcontractors engaged in the performance of the Work, Contractor accepts and assumes full and exclusive liability for compliance with all applicable laws and regulations related to such employees and subcontractors performing work under this Contract, including, without limitation, all workers compensation, social security, unemployment insurance, hours of labor,

wages, working conditions and other employer-employee related issues, whether subject to federal, state or local law or regulation. Contractor agrees to take all actions necessary to obtain similar full compliance from each subcontractor performing work under this Contract. Contractor agrees to indemnify and hold Authority and its affiliates and successors in interest harmless with respect to the failure of Contractor or any employee or subcontractor performing work under this Contract to comply with the provisions of this Section. Contractor will also defend, indemnify, and hold Authority and its affiliates and successors in interest harmless from and against any action instituted by Contractor personnel (or subcontractor personnel) against Authority or its affiliates and successors in interest for wages, fringe benefits, other compensation, or similar claims under applicable law; and any claims challenging Contractor's (or any subcontractor's) right to dismiss its personnel. The obligations of Contractor under this Section 4 shall survive the expiration or earlier termination of the term of this Contract.

5. Protection of Persons and Property.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide protection to prevent damage, injury, or loss to: (i) any employee, subcontractor or other person on the work site, (ii) all materials to be incorporated into the Work, and (iii) the work site and any improvements or other personal property located on the work site. The obligations of Contractor under this section extend to Contractor's employees, subcontractors, suppliers or others who may be performing work under this Contract.

6. Contractor's Employees.

Prior to the assignment by Contractor of any employee to perform work under this Contract, Contractor agrees to take appropriate preventive steps to ensure that such employee will not engage in inappropriate conduct while performing work under this Contract or while on Authority's property. Inappropriate conduct shall include, but not be limited to: i) being under the influence of, or affected by, alcohol, drugs or controlled substances; ii) the manufacture, use, distribution, sale, or possession of alcohol, illegal drugs, or any other controlled substance; iii) the possession of a weapon of any type; iv) harassment, threats or violent behavior; and v) any other illegal, reckless, obscene, or inappropriate conduct. During the term, Contractor shall reasonably monitor the activities of such employees and subcontractors to determine that no such conduct is occurring and shall promptly notify Authority of any such misconduct that comes to Contractor's attention. Violation of this provision shall be considered a material breach of this Contract. In the same manner as provided for audit of financial and accounting records, Authority shall have access to documentation necessary to verify Contractor's compliance with this Section. Authority in its discretion may require Contractor to remove any employee or subcontractor from any property on which Work is being performed under this Contract.

7. Indemnity.

(a) Contractor, for itself and its employees and subcontractors, shall indemnify and hold harmless (and, if requested by Authority, defend) the Indemnified Parties (as defined below) from and against any and all loss, costs, claims, damages, liabilities, suits, liens and expenses (including reasonable attorneys' fees and costs of defense) regardless of whether such losses arise or relate to any third party claims, incurred by or asserted against any of the Indemnified Parties directly or indirectly arising or alleged to arise out of or in connection with or due to i) Contractor's performance or failure to perform any provisions of this Contract, or ii) the breach of any representation, warranty, or covenant contained in this Contract. The foregoing indemnity shall specifically include, but shall not be limited to all

claims directly or indirectly arising or alleged to arise under any scaffolding, structural work or safe work place law or any law or regulation with respect to the protection of adjacent properties or landowners.

- (b) The obligations set forth in this Section 7 shall not include any claims finally determined by a court of competent jurisdiction to have arisen solely from the gross negligence or willful acts or omissions of the party seeking to be indemnified, held harmless or defended. The indemnity in this Section 7 shall not be limited in any way by any limitation on or specification of any insurance proceeds or coverage.
- (c) The Indemnified Parties are and shall include: Authority, the County of Kent, Michigan, and any and all agencies, departments, subsidiaries, partners and affiliates of the foregoing; and all of the respective board members, commissioners, directors, officers, partners, members, and employees of all of the foregoing, and anyone else acting for or on their behalf.
- (d) The obligations of Contractor under this Section 7 shall survive the expiration or earlier termination of the term of this Contract.
- (e) Authority may, at its election, withhold any monies payable hereunder and apply the same to the payment of any actual charges or expenses arising under this Section 7.

8. Termination.

- (a) If any of the following shall occur, Authority may terminate this Contract immediately upon written notice given to Contractor:
 - (i) Contractor fails to carry out the Work in accordance with this Contract;
 - (ii) Contractor disregards or violates any provision of this Contract;
 - (iii) Contractor disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;
 - (iv) Contractor fails to provide Authority upon demand with copies of the evidence of insurance required under Section 9 of this Contract;
 - (v) Contractor is adjudged a bankrupt, makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency; or
 - (vi) Contractor fails to make prompt payment to subcontractors for materials or labor.
- (b) Notwithstanding anything in this Contract to the contrary, with or without cause, Authority may terminate this Contract by giving written notice thereof to Contractor at any time during the term hereof, in which event Contractor shall be entitled to compensation for Work properly performed prior to the date of such termination; provided, however, for the sole purpose of calculating any amounts owed to Contractor under this Contract, if Contractor is given less than thirty (30) days' notice prior to the effective date of a termination for Authority's convenience, then Contractor shall be entitled to payment of any amounts owed under this Contract as if the termination was not effective for thirty (30) days from the date of the termination notice. In no event shall Contractor be entitled to any compensation for

any Work not performed, including, without limitation, any compensation that may have been earned during the balance of the unexpired term of the Contract.

- (c) All rights and remedies of Authority under this Contract shall survive the termination of this Contract by Authority.

9. Insurance.

Contractor, for itself and all subcontractors, prior to the commencement of any of the Work anticipated hereunder, shall provide Authority, with Certificates of Insurance evidencing the existence of insurance issued by carriers and in amounts and on forms acceptable to Authority. Insurance required for Contractor is described in Exhibit C attached hereto and incorporated herein.

10. Records/Audit.

Contractor shall maintain complete and accurate records in accordance with generally accepted accounting principles to substantiate charges made under this Contract. Such records shall include, but not be limited to, applicable time sheets, job cards, phone bills, travel receipts and job summaries. Contractor shall retain such records for three (3) years from the end of the contract year in which such charges were incurred. Authority shall have access to such records and any other records Contractor is required to maintain under this Contract, at Contractor's expense, for the purpose of audit during normal business hours upon reasonable notice for so long as such records are required to be retained.

11. Guarantee.

Contractor guarantees and warrants that all goods, materials and workmanship provided by it or any of its subcontractors shall, in every way, be good, sound, free from defect and well suited for its intended purposes and that all materials and workmanship shall conform with the specifications under which the Work is being performed. Where goods or materials provided by Contractor or its subcontractors are to be integrated into other products, packages or systems, the same representation and warranty shall be and is hereby made for use of such goods, as integrated or incorporated into such other product, package or system. Where Contractor provides goods or materials in connection with the performance of its Work, then good and valid title to all such goods and materials shall transfer to Authority and all such goods and materials shall (i) conform to any samples provided and to statements made on the containers, labels or advertisements of such goods or materials, (ii) adequately contained, packaged, marked, and labeled and (iii) be delivered to Authority lien free and without any other claims or encumbrances of any kind. Moreover, if and to the extent that any such goods or materials come with manufacturers warranties, then (i) Contractor shall transfer and otherwise make available to Authority all such warranties (and deliver all documents evidencing such warranties), and (ii) Contractor shall take no action without the consent of Authority which would void, violate or impair such warranties.

In the event a failure to satisfy any of the foregoing guarantees shall occur or be detected within one (1) year from the date of final payment for the Work, without limiting any other rights or remedies of Authority, Contractor shall, upon written notice from Authority, promptly and at its own expense remedy the deficiency, fault or imperfection (which, if necessary, shall mean that Contractor shall restore goods and materials to the same level as warranted herein or else repair or replace them with conforming goods and materials so as to minimize interruption to all applicable ongoing business processes), and pay all damages resulting therefrom. If Contractor fails to fulfill its obligation to take remedial action, Authority may take such action at the expense

of Contractor and deduct from any amount that is or may become due Contractor the cost of such corrective actions and seek recovery to the extent the cost of corrective actions and damages exceeds the amount then due Contractor under this Contract. The obligations of Contractor under this Section 11 shall survive the expiration or earlier termination of the term of this Contract.

12. Waiver of Mechanics' or Materialsmen's Liens.

To the extent permitted by law, Contractor, for itself and for anyone claiming by, through or under it, hereby releases and waives any and all lien rights or claims to liens against Authority's property and/or the underlying real estate which might arise in connection with the furnishing of labor or materials or goods under this Contract. The foregoing release and waiver specifically includes, but is not limited to, all liens and rights or claims to liens arising under the applicable mechanics' lien act of the jurisdiction in which the property is located, as the same may be amended and replaced from time to time. Contractor hereby agrees to execute and deliver such additional documentation as may be required by Authority evidencing that no mechanics' or materialmen's liens have been or will be created as a result of the Work performed hereunder, including without limitation, sworn contractors' statements and partial and final lien waivers. If any liens are recorded against any such properties by Contractor, or any of its employees or subcontractors, then Contractor shall promptly cause such liens to be discharged. The obligations of Contractor under this Section 12 shall survive the expiration or earlier termination of the term of this Contract.

13. Assignment of Subcontracting.

Any assignment or delegation or attempt to assign or delegate any portion of its rights or obligations by Contractor, including the right to receive money that may become due Contractor under this Contract, shall be void and of no force and effect unless Contractor shall have obtained the prior written consent to such assignment from Authority which consent may be withheld in Authority's sole discretion. Authority retains the right to freely assign this Contract. Contractor shall not subcontract any of the Work to be performed under this Contract without first obtaining the written approval of Authority. Such approval, if given, shall not release Contractor from any responsibility or liability under this Contract.

14. Work Stoppage.

Contractor shall promptly notify Authority of any impending work stoppage, strike or other similar interference with the performance of the Work of Contractor under this Contract. Authority may, in its sole discretion and without incurring any liability to Contractor, procure such services from others for the duration of such interference, owing nothing to Contractor until its Work is reinstated. If Authority does so, then Contractor shall be responsible for any increased costs or expenses incurred by Authority in connection with procuring and paying for such services during the duration of the term.

15. Solicitation and Distribution.

Contractor will not permit any employee, subcontractor, or other entity operating directly or indirectly under its control, to engage in solicitation or distribution of materials of any kind on any property on which Contractor is performing work under this Contract, except as required by law.

16. Subordination To Grantor's Federal Obligations.

This Contract shall be subordinate to the provisions of any existing or future agreement between Authority and the United States, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. In the event that Authority reasonably determines that this Contract or any provision contained

herein causes or may cause a violation of any agreement between Authority and the United States, Authority shall have the unilateral right to modify or terminate this Contract to ensure Authority's compliance with all such agreements with the United States.

17. Contractor Representation and Warranty Regarding Federal Excluded Parties List.

Contractor acknowledges that Authority may be receiving funds from or through the federal government. Contractor represents and warrants to Authority that it is not listed on the federal Excluded Parties List (or similar list) or otherwise excluded from receiving funds from or through the federal government. If Contractor is in non-compliance at any time during the term of this Contract (including any extensions thereof), Contractor shall be in breach and Authority shall be entitled to all remedies available to it at law or equity, specifically including but not limited to recovery of all moneys paid to Contractor, all consequential damages (including the loss of grant funding or the requirement that grant funding be returned), and attorney fees (including the costs of in-house counsel) sustained as a result of Contractor's non-compliance with this warranty and representation.

18. Ownership of Materials.

All reports, memoranda, or other materials in written form (including materials in machine readable form) prepared by Contractor pursuant to this Contract and furnished to Authority shall become the property of Authority. Subject to other provisions of this Contract, Contractor may retain a copy of such documents for its records.

19. Trademarks.

Nothing in this Contract grants either party any rights to use, directly or indirectly, the trade name or trademark of the other party for any purpose without the prior written approval of such party.

20. Relationship.

Contractor is an independent contractor of Authority, and this Contract shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Contractor and Authority for any purpose. Contractor shall exercise its own discretion on the method and manner of performing its duties, and Authority will not exercise control over Contractor, its employees, contractors, equipment or facilities except insofar as may be reasonably necessary to insure performance and compliance with this Contract. Contractor is responsible for and will pay all wages, fringe benefits, payroll taxes, and insurance with respect to its employees, contractors or other resources performing services under this Agreement. Contractor agrees to exercise full and complete control over, and have exclusive responsibility for, all labor and employee relations and responsibilities in respect to all employees on its payroll, including, but is not limited to, hiring, firing, disciplining, compensation, assignments, and work schedules. Contractor has no authority (and shall not hold itself out as having authority) to bind Authority, and Contractor shall not make any agreements or representations on Authority's or Authority's behalf without the prior written consent of Authority.

21. Gifts and Gratuities.

Contractor shall not give or offer any gift or gratuity of any type to any employee or contractor of Authority.

22. Notice.

Notice under this Contract shall be in writing, addressed as provided below and deemed properly given (a) if hand delivered, on the day so delivered; (b) if sent by certified mail, postage prepaid,

return receipt requested, three (3) business days after being placed in the U.S Mail; or (c) if by any reputable nationally recognized express courier service, on the next business day after delivery to such express courier; or d) sent by electronic mail to be immediately followed by delivery in accordance with one of the foregoing: (a), (b), or (c), and in all instances addressed as provided below or to such other place capable of receiving notice by all permissible methods as such party may from time to time designate in a notice to the other.

If to Authority: Gerald R Ford International Airport Authority
Attn: Tom Cizauskas

5500 44th St SE
Grand Rapids, Michigan 49512

Email: purchasing@grr.org

If to Contractor:

Attn: _____

Email: _____

23. Equal Opportunity.

Contractor represents, warrants and agrees that, during the term of this Contract: (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin; and (b) Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Contractor fully adheres to all the requirements of Executive Order No. 11246, as amended; Section 5.03 of The Rehabilitation Act of 1973, as amended; Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as amended; and all other similar state and federal laws. Contractor agrees to include the provisions of this section in any subcontract entered into in connection with the Work to be performed hereunder.

24. Confidentiality.

Contractor shall treat all information furnished by Authority to be confidential and shall not disclose or permit to be disclosed any such information to any other person or use such information itself for any purpose other than performing the Work required under this Contract, unless Contractor obtains written permission from Authority to do so. This paragraph shall also apply to drawings, specifications, or other documents prepared by Contractor for Authority in connection with this Contract. Contractor shall not advertise or publish the fact that Authority has contracted to purchase goods or services from Contractor nor shall any information relating to this Contract be disclosed without Authority's written permission. Unless otherwise agreed in writing, no commercial, financial or technical information relative to Contractor disclosed in any manner or at any time by Contractor to Authority shall be deemed secret or confidential. This Section 22 shall survive the expiration or earlier termination of this Contract and remain in full force and effect until otherwise agreed in writing by Authority. Contractor shall advise its

employees and any subcontractors of Contractor's obligation with respect to information of Authority, and Contractor shall be responsible for any breach by such parties.

25. Force Majeure, Delay.

Authority shall not be held responsible for acceptance of all or any part of the goods or services tendered for delivery under this Contract when, due to governmental action, statute, ordinance or regulation, strike or other labor trouble, fire, windstorm, or other incidents outside of Authority's control, such acceptance is impossible or impractical. If Contractor is delayed in its performance hereunder due to the fault of Authority in violation of this Contract, then the time fixed for the completion of the Work specified herein shall be extended equitably for the time so lost, which shall be Contractor's sole remedy for such delay with no adjustment in the payment to Contractor. If Contractor is delayed in its performance hereunder due to general strike, lockouts, work stoppage or other similar interference, then the time fixed for the completion of the work specified herein shall be extended equitably for the time so lost, which shall be Contractor's sole remedy for such delay with no adjustment in the payment to Contractor, provided, however, that during the period of such delay, Authority may, at its sole option, obtain the goods or services to be provided hereunder from another source during the period of such delay, and Authority shall be under no obligation to accept those goods or services after the delay from Contractor.

26. Modification.

This Contract may be modified only by written amendment or other form of modification executed by authorized representatives of the parties hereto. It may not be modified by any oral agreements, by any implied agreement or custom, or by any waiver of any of its terms unless in writing.

27. Successors.

This Contract and each provision of it shall operate to the benefit of the parties and to their respective permitted successors in interest, legal representatives and assigns.

28. Dispute.

In the event of any dispute or difference of any kind whatsoever, arising out of or in relation to or in connection with the validity or invalidity, construction, execution, meaning, operation or effect, change of or breach of this Contract, which cannot be settled by the individuals who have executed this Contract by signature, such dispute or difference shall be referred to the parties' respective CEOs (or equivalents) who shall meet together with a view to resolving the same within a period of not more than 30 days from the date of the submission. In the event that parties' respective CEOs are unable to amicably resolve such dispute or difference within a reasonable time, the parties shall be free to pursue any and all available remedies at equity or law.

Pending resolution of such dispute or difference and without prejudice to their rights, the parties shall continue to respect all their obligations and to perform all their duties under this Contract.

29. Governing Law.

This Contract shall be governed by the laws of the State of Michigan and the exclusive venues for all disputes arising out of this Contract shall be the United States District Court for the Western District of Michigan and the 17th Circuit Court, Kent County, Michigan (the "Agreed-Upon Venues"), and no other venues. The parties stipulate that the Contract is an arms-length transaction entered into by sophisticated parties, and that the Agreed-Upon Venues are

convenient, are not unreasonable, unfair, or unjust, and will not deprive any party of any remedy to which it may be entitled. The parties agree to consent to the dismissal of any action arising out of this Contract that may be filed in a venue other than one of the Agreed-Upon Venues; the reasonable legal fees and costs of the party seeking dismissal for improper venue will be paid by the party that filed suit in the improper venue.

30. Compliance With Law.

Contractor represents and warrants that any goods and/or services furnished pursuant hereto shall be in compliance with all applicable federal, state and local laws and regulations, including, without limitation, (i) all environmental laws and regulations relating to or imposing liability or standards concerning or in connection with hazardous, toxic or dangerous wastes, substances, material, gas or particulate matter as now or at any time hereafter in effect; (ii) to the extent applicable, the Consumers Product Safety Act of 1972, as amended, and laws of similar effect; and (iii) all rules and regulations promulgated from time to time by Authority, the Department of Transportation, the Federal Aviation Administration, the Transportation Security Administration, the Department of Homeland Security, the Department of Customs and Border Protection, the Michigan Department of Transportation, the Michigan Aeronautics Commission, and the County of Kent, governing the conduct and operation of Authority and its facilities. Where the Work to be performed permits, Contractor shall take such measures while performing the Work as are necessary to reasonably protect and safeguard the personnel and property of Authority, occupants, visitors, customers, tenants and the general public at Authority property or adjacent thereto. Contractor shall take all necessary precautions for the safety of its subcontractors and employees at Authority's property and shall comply (and shall cause its employees and subcontractors to comply) with (i) all applicable federal, state and municipal safety laws, rules and regulations (including the Occupational Safety and Health Act (OSHA) of 1970, as amended, all regulations promulgated pursuant to OSHA, and all applicable state and local laws and regulations governing workplace safety) to prevent accidents or injuries to persons or damage to property on or about or adjacent to the premises where the Work is being performed, and (ii) all applicable safety regulations of Authority on the premises. Contractor at its sole cost and expense, shall defend, indemnify and hold harmless Authority's occupants, visitors, customers, tenants, the general public, and the Indemnified Parties against any and all suits, actions, claims, liabilities, losses, damages, expenses, costs and/or penalties arising out of any actual or alleged non-compliance of Contractor or employees, or subcontractors with any of the requirements of this Section 27. Thus, without limiting the generality of the foregoing, Contractor shall hold Authority's tenants, occupants, visitors, customers, and the general public harmless from any losses, damages, claims or expenses (including attorneys fees and costs of defense) which might be imposed by reason of an asserted or established violation of applicable laws, regulations, ordinances or other rules on the part of Contractor. This Section shall survive the expiration or earlier termination of this Contract.

31. Storage.

Authority may, but shall not be required to, designate areas within or around Authority's property for the temporary storage of Contractor's materials, equipment or supplies. From time to time, Authority may relocate such storage areas or terminate Contractor's permission to store any or all materials, equipment or supplies at or around the Property. All materials, equipment and supplies of Contractor which are stored at or around Authority's property shall be at Contractor's sole risk and peril. Upon notice from Authority, or upon termination of this Contract, Contractor shall promptly remove from such designated storage area all of Contractor's materials, equipment and supplies; and any materials, supplies or equipment of Contractor or its employees or

subcontractors which remain more than seventy-two (72) hours after such notice or the termination of this Contract may be disposed of by Authority without obligation or liability to Contractor or anyone claiming by, through or under Contractor.

32. Intellectual Property.

Authority is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and proceeds of the Work performed under this Contract, including, but not limited to, any deliverables described on Exhibit A or otherwise delivered to Authority in connection with the Work performed under this Contract (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") therein. The parties agree that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for Authority. If, for any reason, any of the Deliverables do not constitute a "work made for hire," Contractor hereby irrevocably assigns to Authority, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

33. Representations and Warranties.

Contractor represents and warrants to Authority that: i) Contractor has the right to enter into this Contract, to grant the rights granted herein and to perform fully all of its obligations under this Contract; ii) Contractor entering into this Contract with Authority and Contractor's performance of the Work do not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject; iii) Contractor and its employees and subcontractors have the required skill, experience and qualifications to perform the Work and shall perform the Work in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote sufficient resources to ensure that the Work is performed in a timely and reliable manner; iv) Authority will receive good and valid title to all Deliverables, if any, free and clear of all encumbrances and liens of any kind; and (v) all Deliverables, if any, are and shall be Contractor's original work and not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity. These representations shall survive the termination of this Contract.

34. Time is of the Essence.

Time is of the essence in Contractor's performance of its obligations (including performance of the Work) under this Contract.

35. Section Heading.

The section headings contained in this Contract are provided for convenience only and do not affect the interpretation of this Contract or the rights and obligations of the parties.

36. Entire Agreement.

This Contract contains all of the agreements, conditions and understandings of the parties and supersedes all prior negotiations, representations or agreements between them, whether oral or written. In the event of a conflict between the terms of this Contract and any other document, including any Exhibits to which this Contract may refer, the terms and conditions of this Contract shall apply.

37. Background Checks.

Contractor shall conduct, at its own expense, and ensure that all of its employees and contractors engaged in the Work, or otherwise accessing any premises used in connection with the Work,

have undergone successful background screening tests prior to commencement of the Work. Such background screening tests shall include comprehensive federal criminal history, applicable state criminal history and sex offender registry searches with reputable commercial search companies. By assigning any employees and contractors to the Work, Contractor represents and warrants that all such individuals have undergone successful background screening tests. Such background screening shall be considered satisfactory if completed by Contractor within 30 days of commencement of the Work. If requested by Authority, Contractor shall provide Authority with evidence of such searches.

38. Counterparts.

This Contract may be executed in separate counterparts, each of which shall be deemed an original, and this Contract may be further executed by PDF or facsimile signatures, which PDF or facsimile signatures will be accepted as original executed signatures of this Contract.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first written above.

AUTHORITY:

Gerald R Ford International Airport Authority,
a regional airport authority organized under
2015 P.A. 95, being MCL 259.137 et. seq.

By: _____
Name: _____
Title: _____

CONTRACTOR:

[Name of Contractor]
[Type of Legal Entity]

By: _____
Name: _____
Title: _____

#1580300

DRAFT

EXHIBIT A
SCOPE OF WORK

As described in GFIAA RFP 1068 and project construction documents

DRAFT

EXHIBIT B

COMPENSATION SCHEDULE

DRAFT

EXHIBIT C

Contractor shall notify all insurance agents and companies utilized by Contractor that these insurance requirements shall be included in any Insurance Policy/Program issued to Contractor in relationship to any services provided to Authority.

Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to Authority, the following insurance coverage:

- a. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to name Authority as a named insured for work performed by Contractor in accordance with the Contract.

Minimum Limits:

\$1,000,000 per occurrence/\$2,000,000 general aggregate
\$2,000,000 aggregate for products and completed operations
\$1,000,000 personal and advertising injury

- b. Motor Vehicle Liability – Including Michigan No-Fault coverage, covering owned, non-owned, and hired vehicles.

Minimum Limits:

- No-fault coverage – statutory
- \$1,000,000 per occurrence combined single limit for bodily injury and property damage

- c. Workers' Compensation and Employer's Liability – Statutory coverage or proof acceptable to Authority of approval as a self-insurer by the State of Michigan . Authority shall not be endorsed as a named insured on the Workers Compensation Policies identified herein.

Minimum Limits:

- Workers' Compensation – statutory
- Employer's Liability - \$100,000

Insurance coverage shall cover all claims against Authority, its officials and employees, arising out of the work performed by Contractor or any subcontractors under the Contract. Should any work be subcontracted, it shall be the responsibility of Contractor to maintain Independent Contractor's Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed and or approved to do business in the State of Michigan and in a form satisfactory to Authority. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by Authority at least five (5) days in advance of commencing work under the Contract. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Contract by Authority.

All insurance policies issued required pursuant to this Contract shall include a Waiver of Subrogation against Authority.

Authority reserves the right to request a complete certified copy of the insurance policies for the above coverages.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Contract or any amendments thereto.

Depending on the subject matter of the transaction, Authority may require other insurance coverage in addition to the coverages contained herein.

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EXHIBIT A
STANDARD COVENANTS
(NON-AIP OTHER CONTRACTS)

The following standard covenants are incorporated, as applicable, into all leases, licenses, concessions, operating permits, deeds, and other agreements (each, an "Agreement") with the Gerald R. Ford International Airport ("Airport") and may be amended from time to time. A material breach of any of the following applicable covenants shall constitute a material breach of Grantee's underlying Agreement. "Grantee" means the tenant, lessee, licensee, concessionaire, or other contracting party as the case may be of the underlying Agreement. "Authority" or "Owner" means the Gerald R. Ford International Airport Authority. Except as otherwise provided in an agreement with the Authority by specific reference to the applicable provision(s) of these Standard Covenants, these Standard Covenants, and the terms and conditions contained herein shall govern, control, and prevail. Certain language contained in these standard covenants is mandatory language provided by the Federal Aviation Administration. As such, any reference herein to "Contractor", "Lessee", "Concessionaire", and "Tenant" shall refer to Grantee, and any reference herein to "Subcontractor" shall refer to Grantee's subcontractors, as applicable. "Premises" shall mean the property, premises or space that is subject to the underlying Agreement.

Grantee agrees to the below covenants and assurances required or recommended by the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), the Michigan Department of Transportation or by Federal or Michigan law, as applicable. In the event of breach of any of the below covenants, the Authority shall have the right to terminate the underlying Agreement and to reenter and repossess said land and the facilities thereon (if applicable), and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Authority shall have the right to take such action as the Federal Government may lawfully direct to enforce this obligation. In the event further covenants and/or assurances are required of the Authority by the Department of Transportation or FAA which are applicable to this Agreement, Grantee agrees that it will conform with the provisions thereof so long as this Agreement is in effect.

I. Nondiscrimination.

- A. Nondiscrimination Under Michigan Law. Grantee agrees for itself and its subcontractors not to 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 race, color, religion, national origin, age, sex, height, weight or marital status or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement. (MCL 37.1209; MCL 37.2209)
- B. No Exclusive Right. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Authority reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.
- C. Furnishing Nondiscriminatory Services. Grantee agrees to furnish its services on a fair, equal and not unjustly discriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that Grantee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- D. ADA Compliance. Grantee agrees that it will comply with all applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101 et seq., and with all regulations and orders promulgated thereunder.
- E. General Civil Rights Provisions - Contracts. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. If the Contractor transfers its obligations to another, the transferee is obligated in the same manner as the Contractor. The above provision obligates the Contractor for the

period during which the property is owned, used or possessed by the Contractor and the Airport remains obligated to the Federal Aviation Administration.

- F. Title VI Solicitation Notice. The Authority in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.
- G. Pertinent List of Nondiscrimination Authorities – Title VI. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); (b) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964); (c) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance); (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); (h) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38; (i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- A. Civil Rights – Title VI Assurances – Contracts. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows: (1) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity) age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. (3) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a

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

- H. Civil Rights – Title IV Assurances – Construction/Use/Access to Real Property. (A) The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the list of discrimination acts and authorities.
- I. Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 CFR Part 201, 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. Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
- J. Occupational Safety and Health Act. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- K. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor and Subcontractor agree to comply with mandatory standards and policies related to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act (Public Law 115-232 § 889(f)(1)).
- L. Termination: In the event of breach of any of the above Nondiscrimination covenants, the Authority will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

- M. Subcontracts. Contractor agrees that it shall insert the above provisions in any agreement by which Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.
- N. Affirmative Action Program. To the extent required by applicable law, Grantee assures that it will undertake an affirmative action program required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Grantee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Grantee assures that it will require that its covered suborganizations provide assurances to Grantee that they will similarly undertake affirmative action programs and that they will require assurance from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

II. **Safety and Security Procedures.**

Grantee acknowledges that the Authority is subject to safety and security requirements (law, orders and regulations) now and hereafter mandated by the FAA, the TSA and other federal, state and local agencies, including without limitation 14 CFR Part 139, 49 CFR Parts 1540 and 1542, and Grantee agrees that it and its employees will comply with all requirements of the FAA, TSA, or other agency and all provisions of the Authority' Safety and Security Program adopted for the purpose of implementing the safety and security requirements of the FAA, TSA, or other federal, state or local agency.

In the event the Authority is notified by the FAA, TSA, or other federal, state or local agency, of a violation of safety or security regulations by an employee or agent of Grantee, the Authority shall provide Grantee with a copy of such notice as it affects Grantee. If the Authority is assigned a penalty or fine because of such violation, Grantee agrees that payment of such fine shall be the responsibility of Grantee and that such fine shall be paid by Grantees as an additional fee and that if such fine is paid by the Authority, Grantee will reimburse the Authority on demand for the amount paid by it.

In the event that further safety and security procedures are mandated by the Department of Transportation, the FAA, the TSA, or other federal, state or local agency which are applicable to this Agreement, Grantee agrees that it will conform with the provisions thereof so long as this Agreement is in effect.

III. **Environmental Regulations.**

A. Grantee shall comply with the following environmental regulations:

1. Hazardous Materials. Grantee shall not cause or permit any Hazardous Materials, as defined below, to be stored or used on or about the Premises by Grantee, its agents or employees, except in compliance with Environmental Laws as described below and as permitted by the Authority.
2. Compliance with Environmental Laws. Grantee shall at all times and in all respects comply with all local, state, and federal laws, ordinances, regulations, and orders relating to industrial hygiene, environmental protection, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about or from the Premises (collectively "Environmental Laws").
3. Hazardous Materials Handling. Grantee shall, at its expense, procure, maintain in effect, and comply with all conditions of any permits, licenses, and other governmental and regulatory approvals required for Grantee's use of the Premises, including, without limitation, discharge of materials or wastes into or through any storm or sanitary sewer serving the Premises. Except for discharges into the sanitary sewer, Grantee shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for disposal. Grantee shall in all respects handle, treat and manage any and all Hazardous Materials on or about the Premises in conformity with all applicable Environmental Laws and prudent industry practices regarding the management of such Hazardous Materials. Upon the expiration or earlier termination of the term of the Agreement, Grantee shall cause all Hazardous Materials to be removed from the Premises and to be transported for use, storage, disposal or recycling in accordance and compliance with all applicable Environmental Laws; provided, however, that Grantee shall not take any remedial

action in response to the presence of any Hazardous Materials in or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with the Premises without first notifying the Authority of Grantee's intention to do so and affording the Authority ample opportunity to appear, intervene, or otherwise appropriately assert and protect the Authority's interest with respect thereto.

4. Notices. If at any time Grantee shall become aware, or have reasonable cause to believe, that any Hazardous Material has come to be located on or about the Premises in violation or potential violation of Environmental Laws, Grantee shall, immediately upon discovering such presence or suspected presence of the Hazardous Material, provide Authority with written notice of that condition. In addition, Grantee shall immediately notify the Authority in writing of (1) any enforcement, cleanup, removal, or other governmental or regulatory action instituted or threatened pursuant to any Environmental Laws, (2) any claim made or threatened by any person against Grantee or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from or claimed to result from any Hazardous Materials, and (3) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Hazardous Materials on or removed from the Premises, including any complaints, notices, warnings, or asserted violations in connection therewith. Grantee shall also supply to Authority as promptly as possible, and in any event within five (5) business days after Grantee first receives or sends the same, copies of all claims, reports, complaints, notices, warnings, or asserted violations relating in any way to the Premises or Grantee's use thereof. Grantee shall promptly deliver to the Authority, upon request, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.
5. Definition of Hazardous Materials. As used in this lease, "Hazardous Material or Materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is petroleum or a petroleum distillate, asbestos, polychlorinated biphenyls, (iv) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. or defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601, et seq.
- B. Grantee shall indemnify, defend and hold harmless the Authority and the County, including their officers, employees, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, damages (including damages for the loss or restriction on use of usable space or of any amenity of the Premises) costs, or expenses (including attorneys' fees, consultant fees, and expert fees) for the death of or injury to any person or damage to the Premises or any property whatsoever, arising from or caused by the Grantee's failure to comply with any Environmental Laws or any covenants, terms or conditions relating to environmental matters in this lease. Grantee's obligations under this Paragraph B shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of the condition of the Premises, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith should Authority have a reasonable basis to believe that Grantee has caused the presence of Hazardous Materials in violation of Environmental Laws and Grantee fails to first conduct its own environmental investigation, and any and all costs of any required or necessary repair, cleanup, decontamination or remediation of the Premises and the preparation and implementation of any closure, remedial action, or other required plans in connection therewith and resulting from Grantee's violation of Environmental Laws. Grantee's obligations under this Paragraph B shall survive the expiration or earlier termination of the term of the lease.
- C. Notwithstanding any provisions of this lease to the contrary, the Authority, at its sole discretion, shall have the right to enter and inspect the Premises, including Grantee's business operations thereon, upon

reasonable notice and in a manner so as not to unreasonably interfere with the conduct of Grantee's business, to investigate the presence of potential presence of Hazardous Materials on the Premises in violation of Environmental Laws. During such inspection, the Authority shall have the right to visually inspect the Premises and to take such soil, sludge or groundwater samples and conduct such tests as it may determine, in its sole discretion, to be necessary or advisable. The Authority shall pay for the costs of such investigations; provided, however, that if the results of such investigation indicate the presence of Hazardous Materials on or about the Premises is in violation of Environmental Laws and such violation was caused by Grantee, then Grantee shall fully reimburse Authority for such expenses within thirty (30) days of receiving Authority's written request for reimbursement.

- D. Grantee acknowledges that the Airport holds a National Pollution Discharge Elimination System ("NPDES") Permit authorizing the discharge of storm water from the Airport ("Permit"). The Permit requires, in part, the implementation of best management practices ("BMPs") with regard to the use of anti-icing and deicing materials (collectively "Deicing Materials") and the collection of storm water containing Deicing Materials. The BMPs are described in the Airport's Deicing Management Plan ("Plan"). The Permit and the Plan are incorporated by reference into this Agreement as if printed in their entirety herein.
- E. Underground Storage Tanks (USTs)
 - 1. Owner/Operator Registration, Certification and Training. Grantee is designated a Class A and B Owner/Operator of its assigned UST for purposes of federal and state regulations; respectively, 40 C.F.R. part 280, and Mich. Admin Code R29.2101 et. seq. Grantee is responsible for registration of the UST assigned to it, and for certification and training as required by federal and state law for Class A and B Owner/Operators, and Class C Operators.
 - 2. Operation, Maintenance and Repair. Grantee shall be responsible for the proper care and maintenance of the USTs, piping and dispensers assigned to it under this Agreement during the term hereof and shall comply with all governmental regulations for inspection, testing, monitoring and reporting as may be required now or in the future. Grantee shall be responsible for any necessary repairs.
 - 3. Documentation and Notifications. Grantee shall provide copies of documentation of maintenance and inspections, proof of insurance, and all other records or information required by federal and state law. Grantor shall be notified immediately of any leaks, releases, or failure of monitoring systems discovered at any time by Grantee. Grantee shall promptly remediate any spills or releases consistent with all applicable laws at its sole cost and expense.

IV. Future Airport Use and Development

- A. The Authority reserves the right to further develop or improve the landing areas of the Airport as it sees fit, regardless of the desires or view of the Grantee, and without interference or hindrance.
- B. The Authority reserves the right, but shall not be obligated to the Grantee, to maintain and keep in repair the landing areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Grantee in this regard.
- C. This Agreement shall be subordinate to the provision of and requirements of any existing or future agreement between the Authority and the United States, relative to the development, operation, or maintenance of the Airport.
- D. The Grantee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises leased or occupied by Grantee.
- E. The Grantee expressly agrees for itself, its successors, and assigns to not construct nor permit to stand on the Premises any building, structure, poles, trees, or other object, whether natural or otherwise, of a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces relating to the Airport.

- F. The Grantee expressly agrees for itself, its successors, and assigns to not hereafter use nor permit nor suffer use of the Premises in such a manner as to create electrical interference with radio communication between the installation upon the airport and aircraft, make it difficult for fliers to distinguish between airport lights and others; impair visibility in the vicinity of the airport; or endanger the landing, taking off, or maneuvering of aircraft.
- G. The Grantor reserves unto itself, its successors, and assigns for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from, or operation on the Airport.
- H. The Grantee expressly agrees for itself, its successors, and assigns to not hereafter use, permit, nor suffer use of the land described above in such a manner as to create a potential for attracting birds and other wildlife that may pose a hazard to aircraft.
- I. The aforesaid covenants and agreements shall run with the land, as herein described above, for the benefit of the sponsor, its successors and assigns in the ownership/operation of the Airport.

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Updated January 2023

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