

CITY OF YAKIMA  
YAKIMA AIR TERMINAL  
ARFF Truck Procurement, Class 4  
AIP 3-53-0089-044-2019

**NOTICE OF AWARD**

To: \_\_\_\_\_ Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION:** \_\_\_\_\_

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bid dated \_\_\_\_\_, and Information for Bidders.

You are hereby notified that your Base Bid has been accepted for items in the amount of

\_\_\_\_\_ (\$ \_\_\_\_\_)

You are required by the Information for Bidders to fully execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you, which is by \_\_\_\_\_.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**OWNER**

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

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

**ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the NOTICE OF AWARD is hereby acknowledged by Contractors Name, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**CONTRACTOR**

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

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

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**CONTRACT FORM**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between, \_\_\_\_\_ hereinafter called the "CONTRACTOR," and the \_\_\_\_\_ hereinafter called the "OWNER".

WITNESSETH: That the CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

**ARTICLE 1: SCOPE OF WORK:** The CONTRACTOR shall furnish all labor, tools, materials, equipment and supplies required for the \_\_\_\_\_ in accordance with the Contract Documents and specifications for AIP No. \_\_\_\_\_. The approximate quantities of work are shown in the Bid Proposal bound in this document.

**ARTICLE 2: TIME OF COMPLETION:** The work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed and shall be completed within \_\_\_\_\_ (Working/Calendar Days). The CONTRACTOR agrees to pay, as liquidated damages, the following sums:

\_\_\_\_\_ (\$ \_\_\_\_\_)

for each consecutive (Working/Calendar) day thereafter, the equipment remains undelivered. The time for completion shall include the time necessary to order and procure materials.

**ARTICLE 3: THE CONTRACT SUM:** The OWNER shall pay the CONTRACTOR for the performance of the Contract, subject to additions and deductions provided therein, in current funds an amount equal to the estimated total bid, including tax, as provided in the Bid Schedule of Items and Prices, as follows:

\_\_\_\_\_ (\$ \_\_\_\_\_)

**ARTICLE 4: PAYMENTS:** The OWNER will make payment on account to the CONTRACTOR as provided therein, as follows:

Within 10 calendar days after completing the required training as set forth by the specifications, the CONTRACTOR shall submit for payment on invoice for the full contract amount. Payment will be made in full within 30 calendar days of receipt of invoice, conditional that the final certificate and final acceptance are issued as set forth in ARTICLE 5.

**ARTICLE 5: FINAL ACCEPTANCE:** Upon receipt of invoice, the ENGINEER will verify fulfillment of the Contract to include delivery of equipment, training, and data submittal. When verified by the ENGINEER that all terms and conditions have been fully performed, he shall promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and is accepted by him under the terms and conditions hereof. Final acceptance will be issued within 30 calendar days by the OWNER after their acceptance of said final certificate.

Before issuance of the final certificate, the CONTRACTOR shall submit evidence, satisfactory to the ENGINEER, that all payrolls, material bills, taxes and other indebtedness connected with the work have been paid. Final release of Performance and Payment Bond shall be done after receipt of releases from Washington State Labor and Industries, Employment Security and Department of Revenue.

The making and acceptance of the payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work appearing after final payment or from requirements of specifications, and of all claims by the CONTRACTOR, except those previously made and still unsettled.

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**CONTRACT FORM (CONT'D)**

**ARTICLE 6: THE CONTRACT DOCUMENTS:** The Invitation for Bid, Information for Bidders, Bid Proposal, and Technical Specifications, together with this Agreement, form the Contract, and they are as fully a part thereof and hereof as if hereto attached or herein repeated.

**ARTICLE 7: FEDERAL CONTRACT CLAUSES:** The CONTRACTOR agrees by signing this contract, to certify and comply with all Federal regulations, clauses and certifications stipulated within these contract documents.

49 CFR Part 26 provides that each contract the OWNER enters into with a CONTRACTOR (and each subcontract the contractor signs with a subcontractor) shall include the following assurance:

“The CONTRACTOR and its subcontractors shall not discriminate on the basis of race color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate”

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

**CONTRACTOR**

**OWNER**

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

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

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**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

\_\_\_\_\_, hereinafter called  
(Individual, Partnership, or Corporation)

Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the \_\_\_\_\_ hereinafter called the OWNER, in the penal sum of Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain Agreement with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ a copy of which is bound herein attached and made a part hereof for the construction of:

\_\_\_\_\_  
NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages that it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense that the OWNER may incur in making good any default, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

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**PERFORMANCE BOND (Continued)**

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) parts, each of which shall be deemed an original, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

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

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City, State and Zip Code

ATTEST:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Surety) Secretary

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

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City, State and Zip Code

NOTE:

1. Date of Payment Bond must not be prior to the date of the Agreement. (If the CONTRACTOR is a Partnership, all partners should execute the Bond.)
2. The Rate of premium of the Bond shall be stated together with the total amount of the premium charged.
3. The current power of attorney of the person who signs for any surety company shall be attached to the bond.

Bond Premium \$ \_\_\_\_\_

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**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

\_\_\_\_\_, hereinafter called  
(Individual, Partnership, or Corporation)

Principal, and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the \_\_\_\_\_ hereinafter called the OWNER, in the penal sum of Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

This bond is executed in pursuance of Chapter 39.08, Revised Code of Washington.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain Agreement with the OWNER, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, a copy of which is bound herein and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation to this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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**PAYMENT BOND (Continued)**

IN WITNESS WHEREOF, this instrument is executed in three (3) parts, each of which shall be deemed an original, this the \_\_\_\_ day of  
, 20\_\_.

_____ Contractor	ATTEST:
_____ Principal	_____ (Principal) Secretary
By: _____ Signature	
_____ Street or P.O. Box	(SEAL)
_____ City, State and Zip Code	_____ Witness as to Principal
	_____ Street or P.O. Box
	_____ City, State and Zip Code
	ATTEST:
_____ Surety	_____ (Surety) Secretary
By: _____ Signature	
_____ Street or P.O. Box	(SEAL)
_____ City, State and Zip Code	_____ Witness as to Surety
	_____ Street or P.O. Box
	_____ City, State and Zip Code

NOTES:

1. Date of Payment Bond must not be prior to the date of the Agreement. (If the CONTRACTOR is a Partnership, all partners should execute the Bond.)
2. The Rate of premium of the Bond shall be stated together with the total amount of the premium charged.
3. The current power of attorney of the person who signs for any surety company shall be attached to the bond.

Bond Premium \$ \_\_\_\_\_

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**NOTICE TO PROCEED**

To: \_\_\_\_\_  
CONTRACTOR  
\_\_\_\_\_  
\_\_\_\_\_

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

You are hereby notified that the Contract Time for construction of the above Project will commence to run on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. On that date, you are to start performing the Work and your other obligations under the Contract Documents. The date of Substantial Completion shall be no later than Date.

**OWNER**

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

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

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by Contractors Name this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR**

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

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

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



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**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

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**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not aware it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**NON-TRAFFICKING CERTIFICATION**  
***(TO BE SUBMITTED PRIOR TO NOTICE OF AWARD)***

**Trafficking in persons:**

**A. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award of subawards under the award.

**Certification:**

I, \_\_\_\_\_, being \_\_\_\_\_ (title) of \_\_\_\_\_, hereby certify that the information as stated above is true and complete to the best of my knowledge and belief and the above mentioned statement will be provided in writing to all subcontractors hired for the above mentioned job.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Contractor

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**LIEN AND CLAIMS RELEASE**

\_\_\_\_\_ (Contractor, Address) hereby certifies that the work for the above project has been completed in accordance with the Contract Documents, and that all previous progress payments received from the Owner on account of work performed under the Contract referred to has been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with the work covered by prior requisitions for payment under said contract and that all materials and equipment covered by the final requisition for payment are free and clear of all liens, claims, security interests and encumbrances. All persons, firms, and partnerships who have furnished labor and or material to date on said project have been paid.

\_\_\_\_\_  
Contractor

Subscribed and sworn before me in the State (or Commonwealth) of \_\_\_\_\_, this     day  
of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires