

CITY OF YAKIMA
YAKIMA AIR TERMINAL – MCALLISTER FIELD
RUNWAY 9/27 PAVEMENT MAINTENANCE AND HIRL PROJECT
AIP # 3-53-0089-045-2020

CONTRACT FORM

THIS AGREEMENT, made the _____ day of _____, 2020, by and between, Road Products, Inc. hereinafter called the "CONTRACTOR," and the City of Yakima 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 Runway 9/27 Pavement Maintenance and HIRL Project in accordance with the Contract Documents, plans and specifications for AIP No. 3-53-0089-045-2020. 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 6 Calendar Days. The CONTRACTOR agrees to pay, as liquidated damages, the following sums:

Schedule	Liquidated Damages Cost	Allowed Construction Time
Phase 1A	Up to \$1,820 per 15-minute block (or part thereof) for delay in scheduled airline flight caused by Contractor's operations and failure to open runway on time. --or-- Up to \$24,300 per cancellation of scheduled commercial flight	5 calendar days
Phase 1B	Up to \$1,820 per 15-minute block (or part thereof) for delay in scheduled airline flight caused by Contractor's operations and failure to open runway on time. --or-- \$24,300 per cancellation of scheduled commercial flight	1 calendar day
Phase 2A	Up to \$450 per hour	Three (3) 6-hour windows concurrent with Phase 1A
Phase 2B	Up to \$450 per hour	One (1) 6- hour window concurrent with Phase 1B

for each consecutive Calendar day thereafter, the work remains uncompleted. The time for completion shall include the time necessary to order and procure materials. The CONTRACTOR may not begin actual field installation of work until he can demonstrate that all materials are available and weather conditions will allow completion of any work such as pavement repairs. The intent is to reduce the impact to airport operations and

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field engineering time. The CONTRACTOR shall present a project schedule prior to field installations, to ensure progressive completion.

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:

One Million Two Hundred Fifty Seven Thousand Four Hundred Four Dollars and Eighty Cents (\$1,257,404.80)

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

Within 30 calendar days of the end of the previous month in which work was completed, One Hundred percent (100%) of the value, based on the contract price, of labor incorporated in the work as estimated by the ENGINEER, less the aggregate of previous payments, will be due the CONTRACTOR.

Partial payments to the Contractor will not be made until approved Intent to Pay Prevailing wages have been filed and approved. Partial Payments will not be made if there are any outstanding Certified Payrolls or No Work Performed Notices (NWP). Payrolls and NWP are required to be submitted to the Engineer within 10 days of Payroll Affidavits.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT: Upon due notice from the CONTRACTOR of presumptive completion of the entire project, the ENGINEER and OWNER will make an inspection. If all construction provided for and contemplated by the contract is found to be completed in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The ENGINEER shall notify the CONTRACTOR in writing of physical or substantial completion as of the date of the final inspection.

Prior to Project Acceptance and preparation of necessary State Notices, the CONTRACTOR shall submit evidence, satisfactory to the ENGINEER, that all Intents and Affidavits, payrolls, material bills, taxes and other indebtedness connected with the work have been submitted, filed and/or paid.

The entire balance found to be due the CONTRACTOR, including the retained percentage shall be paid to the CONTRACTOR within thirty (30) days after all Washington State Clearances have been received by the Owner or the date of acceptance by the OWNER.

The making and acceptance of the final 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 the specifications, and of all claims by the CONTRACTOR, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so confirms, the OWNER shall, upon a verification of the ENGINEER, and without terminating the contract, make full payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing partial acceptance, except that it shall not constitute a waiver of claims.

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ARTICLE 6: THE CONTRACT DOCUMENTS: The Invitation for Bid, Information for Bidders, Bid Proposal, FAA General Provisions, Federal Contract Clauses, Specifications for Construction, Additional Special Provisions, Appendices, and Plans, together with this Agreement, form the Contract, and they are as fully a part thereof and hereof as if hereto attached or herein repeated.

All workers shall be paid the higher of the State or Federal Prevailing Wage Rate. The CONTRACTOR and all subcontractors will submit Intent to Pay Prevailing Wages and an Affidavit of Wages Paid, at appropriate times. The Federal Wage Determination(s) and the State Prevailing Wage Rates are included with this contract in Sections 5 and 6. It is the responsibility of the CONTRACTOR and all subcontractors to verify and ascertain that all worker classifications required for this project are included in Federal and State Wage rates prior to bid. The Contractor further agrees that they will notify the Engineer immediately of any missing classifications. The Contractor is responsible for any additional wages as the result of any Wage Conformance undertaken.

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”

ARTICLE 8: QUANTITIES AND ADDITIONAL WORK: The OWNER reserves the right to increase or decrease any quantities shown in the Bid Schedule, and the CONTRACTOR agrees to perform additional work at the unit price bid for all increases, or deduct for any decreases in the unit price bid.

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

CONTRACTOR

OWNER
