

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Truckee Tahoe Airport District hereinafter sometimes called "SPONSOR" or "OWNER", and Mercer-Fraser Company, hereinafter called "CONTRACTOR".

### WITNESSETH:

WHEREAS Truckee Tahoe Airport District initiated proceedings for the **RECONSTRUCT RUNWAY 2-20 WITH AIRFIELD MARKING AND LIGHTING, FAA AIP NO. 3-06-0262-046-2023**, said improvements to consist of:

- Reconstruction of Runway 2-20 (75' x 4,654'), including airfield marking.
- Reconstruction of Airfield Lighting System including new runway edge and threshold lights, new taxiway edge lights, new retroreflective markers, and new regulator.

WHEREAS on the 17th day of February, 2023 Truckee Tahoe Airport District requested bids for construction of said improvements;

WHEREAS on the 29th day of March, 2023 the day fixed for opening and considering such bids, the Contractor submitted a proposal for said improvements, which Proposal is attached hereto and made a part hereof, said Proposal having been regularly and duly accepted on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 all in full compliance with the Contract Documents for total bid amount.

NOW, THEREFORE, in consideration of the Mutual covenants, herein contained, the parties hereto mutually covenant and agree as follows:

### SCOPE OF WORK

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a good workmanlike manner the project as described:

**TRUCKEE TAHOE AIRPORT  
RECONSTRUCT RUNWAY 2-20  
WITH AIRFIELD MARKING AND LIGHTING  
FAA AIP NO. 3-06-0262-046-2023**

### TIME OF COMPLETION

The work shall be commenced within ten (10) calendar days and the total project completed within seventy (70) working days from the date set in the "Notice to Proceed" issued by the Owner.

## CONTRACT PRICE

Owner shall pay Contractor for the full and complete performance of this Contract at unit prices bid the approximately sum of : Six Million Four Hundred Ninety Two Thousand Two  
DOLLARS (\$6,492,002.00).

## PAYMENTS

Payment for the work will be made in accordance with the provisions in the Specifications – General Contract Provisions.

## ACCESS TO DOCUMENTS, RECORDS, ETC.

The Sponsor, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives, shall be allowed access to any books, documents, papers, and records of the Contractor which are directly pertinent to an AIP project(s) for the purpose of making audit, examination, excerpts, and transcriptions.

## BONDS

The Contractor agrees to furnish a Performance Bond for 100 percent (100%) of the Contract Price. This bond is one that is executed in connection with a Contract to secure fulfillment of all the Contractor's obligations under such Contract.

The Contractor agrees to furnish a Labor and Materials Bond for 100 percent (100%) of the Contract Price. This bond is one that is executed in connection with a Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

## ENTIRE CONTRACT

No verbal agreement or conversation with an officer, agent or employee of Owner, either before, during or after the execution of this Contract, shall affect or modify any of the terms or obligations contained in the Contract Documents, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Contract.

## CONTRACT DOCUMENTS

The Contract Documents shall consist of this Contract Agreement and the following documents, each of which is on file in the office of the Owner and all of which are incorporated herein and made a part hereof by reference thereto:

- a. Advertisement for Bids
- b. Instructions to Bidders
- c. The accepted proposal documents including only:
  - (1) Bid Schedule
  - (2) Acknowledgement of Receipt of Addenda
  - (3) Bidder Affidavit
  - (4) Assurance of Disadvantaged Business Enterprise Participation

- (5) DBE Participation List
- (6) Designation of Subcontractors
- (7) Bidder's Statement on Previous Contracts Subject to EEO Clause
- (8) Prohibition of Segregated Facilities
- (9) Certificates Regarding Debarment
- (10) Trade Restriction Certification
- (11) Certification of Buy American Compliance
- (12) Certification Regarding Lobbying
- (13) Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
- (14) Non-Collusion Affidavit
- (15) Bidder's Bond
- d. This Contract Agreement
- e. Acknowledgements and Bonds
  - (1) Performance Bond
  - (2) Labor and Materials Bond
  - (3) Contractor's Acknowledgement
- f. Federal Aviation Administration General Provisions
- g. Federal Aviation Administration General Construction Items
- h. Special Provisions within the Project Manual
- i. Technical Provisions within the Project Manual
- j. Construction Safety and Phasing Plan (CSPP)
- k. Construction Management Plan
- l. Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects
- m. Federal Wage Rates and State Wage Rates
- n. Contract Drawings and Plans
- o. Duly issued addenda and/or clarifications
- p. Supplemental Drawings issued
- q. Approved Change Orders

This contract is not assignable by the Contractor without the express written consent of the Owner and the Federal Aviation Administration.

#### FAILURE TO COMPLETE ON TIME

Time is of the essence hereof. There shall be seventy (70) working days in which to complete the work for the total project. For each working day, as specified in the Contract, that any work in any phase of the contract remains uncompleted after the Contract time (including all extensions and adjustments as provided in Section 80-7, DETERMINATION AND EXTENSION OF CONTRACT TIME of Part B, Division I, Federal General Contract Provisions of the Specifications) it is understood that Owner will suffer damage; and it being impracticable and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay the Owner as fixed and liquidated damages, and not as penalty, the sum of Five Thousand (\$5,000) for each calendar day of delay until the Work is completed and accepted, and Contractor and his surety shall be liable for the amount thereof; and the Owner may deduct said sums from any money due or to become due the Contractor; provided, however, that Contractor shall not be charged liquidated damages because of any delays in the completion of Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (including, but not restricted to, Acts of God or of the public enemy, acts of

the Government, acts of Owner, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes).

Contractor shall, within ten (10) days from the beginning of any such delay, notify Owner in writing of the cause of the delay; whereupon Owner shall ascertain the facts and the extent of the delay and extend the time for completing the Work when in his judgment the findings of fact justify such an extension. Owner's findings of fact thereon shall be final and conclusive on the parties hereto.

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

See Part B, Division II, Special Provisions, Article 8, LIQUIDATED DAMAGES for Liquidated Damages related to contract completion.

IN WITNESS WHEREOF, we, the parties hereto each herewith subscribe this \_\_\_\_ day of \_\_\_\_\_, 2023.

TRUCKEE TAHOE AIRPORT DISTRICT

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

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

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

ATTEST:

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

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

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

CONTRACTOR:

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

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

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