

## DIVISION 3

## CONTRACT AGREEMENT

Yampa Valley Regional Airport

Hayden, Colorado

AIP PROJECT NO. 3-08-0031-047048

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Routt County, Party of the First Part, hereinafter referred to as the "Owner", and FCI Constructors, Inc., Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvement including Schedules 1, 2, 3, and 4 with Bid Alternative 1 and other incidental work at the Yampa Valley Regional Airport.

## WITNESSETH:

**WORK TO BE PERFORMED.** The Contractor agrees to do all the work and furnish all necessary labor, materials, tools and equipment for the completion of the Yampa Valley Regional Airport FY 2019 Terminal Holdroom and Ticketing Expansion in accordance with the bid made by the Contractor on the 5th day of September 2019, all in full compliance with the Contract Documents referred to herein, and guarantees all materials and workmanship for one year after acceptance of the project.

**CONTRACT DOCUMENTS.** It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" and include the Invitation for Bid, Instruction to Bidders, all Proposal Forms contained under Division 2, all issued Addenda, all Contract Forms contained under Division 3, FAA General Contract Provisions, Special Provisions, Construction Safety and Phasing Plan (CSPP), Wage Rates, Technical Specifications, attached appendices and referenced documents, and Plans. Said "Contract Documents" are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

The Contractor agrees to perform all the work describe in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of alterations or modifications of the original quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

Each contract shall be executed in five original copies and there shall be executed originals of the Contractor's Performance Bond and Payment Bond in equal number to the executed originals of the contract. Two copies of such executed documents will be retained by Routt County, one copy shall be delivered to the FAA, and two copies will be delivered to the Contractor. The cost of executing the Contract, bonds and insurance, including all notary fees and incidental expenses are to be paid by the Contractor to whom the contract is awarded.

**PAYMENT.** It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from

the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

**TIME OF PERFORMANCE – LIQUIDATED DAMAGES.** The Contractor shall commence work under this Contract within 10 calendar days after receiving notification to proceed from the City. The Contractor agrees that the work under this Contract shall be completed, accepted, and ready for final payment within the allowed construction time identified under Section 80-08. If the Contractor fails to complete the Project within the time hereinbefore mentioned, or in the extended time agreed upon, liquidated damages shall be paid to or withheld by the Owner in accordance with Section 80-08 for that time which exceeds the number of calendar days allowed.

It has been agreed that the damages arising from a delay in completion would be difficult to ascertain with any degree of accuracy, even after the Project is completed. It has also been agreed that the amount of liquidated damages specified herein is a reasonable forecast of just compensation for the harm that will be caused by a delay in completion of the Project. Any such sum which the Contractor may be obligated to pay under the terms of this paragraph is paid as liquidated damages, and not as a penalty.

Further, each schedule of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME.

**The total estimated cost for Schedules 1, 2, 3, and 4 reimbursed by AIP project #3-08-0031-047/048 thereof to be Three Million Two Hundred Thirty Five Thousand Dollars (\$3,235,000)**

**The total estimated cost for Alternative Bid Item 1 reimbursed by local funds thereof to be One Hundred Thousand Five Hundred Dollars (\$100,500.00)**

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written.

CONTRACTOR, Party of the Second Part

OWNER, Party of the First Part

By: Ed Forzman

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

President  
(Office or Position of Signer)

\_\_\_\_\_  
(Office or Position of Signer)

(SEAL)

(SEAL)



ATTEST: [Signature]

ATTEST: \_\_\_\_\_

CFO  
(Office or Position of Signer)

\_\_\_\_\_  
(Office or Position of Signer)