**Section CD**

**CONTRACT DOCUMENT**

This Agreement is by and between the Raleigh County Airport Authority (“Owner”) and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Contractor"). Owner and Contractor hereby agree as follows:

**A. WORK**

Contractor shall complete all Work as specified in the Project Documents. The Work is generally described as follows:

*Design, Engineering, Manufacture, Fabrication, Delivery, Complete Installation, Performance Verification, Testing, Training, and a One (1) Year Warranty for One (1) Complete Avian Radar System at the Raleigh County Memorial Airport.*

*FAA AIP Project No. 3-54-0001-\_\_\_\_\_-\_\_\_\_\_*

**B. CONSULTANT**

The Project Documents were prepared by Quadrex Aviation, LLC (Consultant), which serves as the Owner's representative. The Consultant will assume all duties and responsibilities, and have the rights and authority assigned to Consultant within the Project Documents in connection with the completion of the Work.

**C. CONTRACT PERIOD**

a. Time is of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Project Documents are of the essence of the Contract.

b. Days to Achieve Substantial Completion and Final Payment

The Work will be substantially completed within \_\_\_\_\_\_\_ days after the date when the Contract Times commence to run as provided in schedule approved by the Owner and completed and ready for final payment in accordance with the Project Documents within \_\_\_\_\_\_ days after the date of the official Notice to Proceed.

**D. TOTAL CONTRACT PRICE**

Owner shall pay Contractor for completion of the Work in accordance with the Project Documents a lump sum amount in current funds equal to the sum of the following amount:

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

**E. PAYMENT PROCEDURES**

1. Submittal and Processing of Payments

Contractor shall submit periodic Requests for Payment to the Owner based on material, equipment and labor performed. Upon the Owner’s approval, Requests for Payment will be promptly processed by Consultant as provided in the General Provisions.

2. Mobilization

Within 30 days after Notice to Proceed, Contractor shall be allowed to submit an initial Request for Payment in the amount not to exceed \_\_\_\_ percent of the Total Contract Price for mobilization, materials and equipment.

3. Progress Payments

Owner shall make progress payments on account of the Contract Price on the basis of the Contractor's Request for Payment on or about the 30th day of each month during performance of the Work. Prior to Substantial Completion, progress payments for materials and labor will be made up to an amount of 90 percent of the Total Contract Price (with the balance being retainage).

4. Retainage

Owner shall retain 10 percent of the Total Contract Price until Substantial Completion.

5. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed.

6. Final Payment

Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Consultant.

**F. CONTRACTOR'S REPRESENTATIONS**

1. In order to induce Owner to enter into this Agreement, Contractor makes the following representations :

a. The Contractor has examined and carefully studied the Project Documents, Addenda, and the other related data identified in the Proposal Documents.

b. The Contractor is familiar with the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

c. The Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

d. Contractor has obtained and carefully studied (or assumes responsibility for having done so) examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Project Documents to be employed by Contractor, and safety precautions and programs incident thereto.

f. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Project Documents.

g. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Project Documents.

h. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Project Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Project Documents.

2. Contractor has given Consultant written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Project Documents, and the written resolution thereof by Consultant is acceptable to Contractor.

3. The Project Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**G. PROJECT DOCUMENTS**

1. The Project Documents consist of the following:

a. Section CD - Contract Document *(This Agreement)*

b. Section PFB - Performance Bond

c. Section PYB - Payment Bond

d. Section FR - Federal Requirements

(1) Section BA - Buy America Certification

(2) Section NF - Certification of Non-Segregated Facilities

(3) Section DP - Certification of DBE Participation

(i) DBE Participation Certification

(ii.) Good Faith Effort Documentation

e. Section SC - Special Conditions

f. Section GP - General Provisions

g. Section TS - Technical Specifications.

h. Addenda

i. Exhibits to this Agreement (enumerated as follows):

(1) Contractor's Proposal

(2) Notice of Award

(3) Notice to Proceed

(4) Contract Assurance and Prompt Payment Clause,

(5) Documentation submitted by Contractor prior to Notice of Award:

(i) Proposal Bond and Power of Attorney

(ii.) Proof of Business Status (Incorporation)

j. The following may be delivered or issued on or after the Effective Date of the Agreement and are not otherwise attached hereto:

(1) Written Amendments.

(2) Work Change Directives.

(3) Change Orders.

2. The documents listed in Paragraph G.1 are attached to this Agreement (except as expressly noted otherwise above).

3. There are no Project Documents other than those listed above in this Paragraph G.

4. The Project Documents may only be amended, modified, or supplemented as provided in the General Provisions.

**H. MISCELLANEOUS**

1. Terms

Terms used in this Agreement will have the meanings stated in the General Provisions , Section GP-10.

2. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Project Documents.

3. Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Project Documents.

4. Severability

Any provision or part of the Project Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Project Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5. Contractor's Certifications

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph H:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

c. "collusive practice" means a scheme or arrangement between two or more Proposers , with or without the knowledge of Owner, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and

d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

6. Disadvantaged Business Enterprises

a. The Contractor 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 DOT assisted contracts.

b. 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.

7. Prompt Payment

a. The Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Contractor receives from the Owner.

b. The Contractor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Project Documents have been signed have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

FOR THE OWNER: FOR THE CONTRACTOR

By: By:

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

(Signature) (Signature)

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(Name) (Name)

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

(Title) (Title)

Raleigh County Airport Authority \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

176 Airport Circle, Room 115 (Firm)

Beaver, West Virginia 25813

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

(Street Address for Service of Process)

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

(City, State, Zip)