AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Notice to Proceed; Contract Agreement; Old Castle

Action Requested: Discussion

Parties to the Agreement: Gunnison County, Gunnison Crested Butte Regional Airport, Oldcastle SW Group, dba United Companies

Term Begins: **Term Ends:** **Grant Contract #:** AIP Project No. 3-08-0030-051

Summary:

After the Notice of Award is signed and given to Oldcastle, we have a 30 day window to execute and return to the FAA the Construction Contract with Bonds and Notice to Proceed. The contractor normally takes 3 weeks of this 30 day window to sign the contract and Performance Bonds. This

Fiscal Impact:

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
This project is included in budget documents being developed. no concerns.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/24/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 9/29/26

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 9/29/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/30/2016

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5

Agenda Date: 10/4/2016

Revised April 2015

CONTRACT AGREEMENT

Gunnison - Crested Butte Regional Airport
Gunnison, Colorado
AIP PROJECT NO. 3-08-0030-051
CDOT PROJECT NO. 16-GUC-01

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between **Gunnison County**, Party of the First Part, hereinafter referred to as the "Owner", and **Oldcastle SW Group, Inc., dba United Companies**, Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvement including: **Schedule I – Runway 6/24 and Taxiway A (A1-A2) Rehabilitation, Schedule II – Runway 6 Extended Safety Area Grading Improvements, Schedule III – Remove and Replace Wind Cones and Segemented Circle, and Schedule IV – Taxiway Safet Area Grading Improvements** at the Gunnison-Crested Butte Regional Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. 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.

ARTICLE 3. 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.

ARTICLE 4. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-13, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment bonds, Notice to Proceed, Notice of Contractor's Settlement, Wage Rates, General Provisions, Special Provisions, Plans, Technical Specifications, Construction Safety and Phasing Plan, attached appendices and all documents incorporated by reference. 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."

ARTICLE 5. 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.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a notice to proceed and the Contractor further agrees to complete said work within 185 calendar day(s). Extensions of the Contract time may only be permitted execution of a formal modification to Contract Agreement as approved by the Owner. Liquidated damages will be paid to the Airport up to the amount of $710/calendar day(s) for non-use of Runway 6/24 for that time which exceeds the combined total of Phase 3 & Phase 4 or 72 calendar day(s). Liquidated damages will be paid to the Engineer up to the amount of $3,590 for that time which exceeds 185 calendar day(s). The Engineer staff costs include wages plus any incurred expenses (per diem, lodging, etc.) that will be charged to the Contractor for that time which exceeds 185 calendar day(s). Refer to Section 80-08 FAILURE TO COMPLETE ON TIME.

The total estimated cost for AIP project #3-08-0030-051 thereof to be Six Million Four Hundred Seventy-Seven Thousand Three Hundred Thirty-Five Dollars and Ninety Cents ($6,477,335.90)

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 in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part	OWNER, Party of the First Part
Oldcastle SW Group, Inc., dba Untied Companies	_____
By: _____	By: _____
_____ (Office or Position of Signer)	_____ (Office or Position of Signer)
(SEAL)	(SEAL)
ATTEST: _____	ATTEST: _____
_____ (Office or Position of Signer)	_____ (Office or Position of Signer)

NOTICE TO PROCEED

TO: **Old Castle SW Group, Inc., dba United Companies** DATE: _____
2273 River Road
Grand Junction, Colorado 81505

You are hereby authorized to proceed on this date, _____ with the improvements to the Gunnison - Crested Butte Regional Airport, AIP Project No. 3-08-0030-051, for Schedule I – Runway 6/24 and Taxiway A (A1-A2) Rehabilitation, Schedule II – Runway 6 Extended Safety Area Grading Improvements, Schedule III – Remove and Replace Wind Cones and Segemented Circle, and Schedule IV – Taxiway Safet Area Grading Improvements, in accordance with the terms of the Contract Documents and your Contract Proposal. The work shall begin no later than ten calendar days after the date of this notice.

Gunnison County
Gunnison, Colorado

By: _____
Contract Authorized Representative

_____
Name and Title

_____
Date