

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Lander ("Owner") and  
American Road Maintenance, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Hunt Field Airport – LND – 2023 Pavement Maintenance Project. Lander, Fremont County, WYOMING, State Project No. ALN004A.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows Hunt Field Airport– LND – 2023 Pavement Maintenance Project. Lander, Fremont County, WYOMING, State Project No. ALN004A.

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by T-O Engineers.
- 3.02 The Owner has retained T-O Engineers ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, Substantial Completion, Final Completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed as stated in the Bid Proposal.
- B. Parts of the Work shall be completed on or before the following dates for Substantial Completion and Final Completion
1. Substantial Completion – as stated in the Bid Proposal.
  2. Final Completion – as stated in the Bid Proposal.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed or not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not

completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Liquidated Damages: Contractor shall pay Owner for **actual costs** incurred by the Owner as specified below in 4.04 Special Damages.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the **actual costs** reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The estimated daily engineering, construction observation, inspection and administrative services indicated in section A(2) and B above have been estimated on the following basis, however this basis is provided as an estimate only, and actual damages charged will be based on actual services rendered. It is estimated that daily special damages for engineering, construction observation, inspection and administrative services amount to \$ 1,340.00 per day as indicated below.

*\$1,120.00 – Construction Observation per day (based on 1 RPR for 12 hours)*

*\$220.00 – Office Assistance per day (based on Engineer for 2 hours)*

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
  - B. Determinations of actual quantities and classification are to be made by Engineer as provided in the General and/or Special Provisions.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with the General and Special Provisions. Applications for Payment will be processed by Engineer as provided in the General and Special Provisions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the \* day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract (and in the case of unit price work, based on the number of units completed). All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of



Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

\*Payments to Contractor will be made expeditiously by the Sponsor as soon as possible after receipt of Agency funding for each month's Construction work. Reimbursement forms will be sent to the funding agencies by the tenth of the given month whenever possible for the Contractor's work during the preceding month and normal turnaround time is two to four weeks.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
  - a. 95% percent of Work completed (with the balance being retainage).
  - b. 95% percent of cost of materials and equipment not incorporated in the Work, but delivered, suitable stored and accompanied by documentation satisfactory to the owner and in conformance with the methods identified in the General provisions (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine or Owner may withhold, in accordance with the Contract Documents.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance the Contract Documents, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in the Contract Documents.
- B. Payment of the final estimate under this contract, including the percentage of partial estimates retained, as herein provided, shall not be due or payable until the Notice of Completion and acceptance of the work under this contract shall have been given by publication and posting for the time and in the manner required by the laws of the Federal Aviation Administration, and/or the State where the work is done.

### ARTICLE 7 – INTEREST

- 7.01 Not Used.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract and Bidding Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Plans and Specifications, especially

with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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 Contract.
- 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 Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following, as listed in the Table of Contents of the Project Manual.
  - 1. Notice of Award.
  - 2. Contractor's Bid Proposal.
  - 3. Contractor's Bid Bond.
  - 4. This Agreement.
  - 5. Performance bond.
  - 6. Payment bond.

**The following Contract Documents, as listed in the Table of Contents of the Project Manual, are incorporated by reference:**

- 7. Information for Bidders.



8. Required Contract Provisions for State Projects.
9. WYDOT Wage Rates.
10. FAA General Provisions.
11. Special Provisions.
12. Construction Articles.
13. Plan Sheets 1 thru 8.
14. Addenda numbers – N/A.
15. Exhibits to this Agreement (enumerated as follows):
  - a. Documentation submitted by the Contractor prior to Notice of Award (if any)
16. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Written Amendment.
  - c. Work Change Directives.
  - d. Change Order(s)/Supplemental Agreement(s).
  - e. Field Order(s).
  - f. Certificate of Substantial Completion.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General and/or Special Provisions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General and/or the Special Provisions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is 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 Contract Documents.

### **10.03 Successors and Assigns**

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

#### 10.04 Severability

- A. Any provision or part of the Contract 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 Contract 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.

#### 10.05 Contractor's Certifications

- A. 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 10.05:
  - 1. "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;
  - 2. "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;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "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.

#### 10.06 Other Provisions

- A. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- B. Wyoming State Statutes apply to this Contract. Following are items of special note. The Contractor agrees to insert these items in all Subcontracts:
  - 1. Wyoming State Statute Title 16, 16-6-110 provides: No person shall require laborers, workmen or mechanics to work more than eight (8) hours in any one (1) calendar day or forty (40) hours in any one (1) week upon any public works of the state or any of its political subdivisions except as hereafter authorized. An employee may agree to work more than eight (8) hours per day or more than forty (40) hours in any week, provided the employee shall be paid at the rate of one and one half (1-1/2) times the regularly established hourly rate for all work in excess of forty (40) hours in any one (1) week. This section does not apply:
    - (i) In case of emergency caused by fire, flood or danger to life or property; or
    - (ii) To work upon public or military works or defenses in time of war.
  - 2. The State of Wyoming may withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages.
  - 3. In the event of failure or refusal of the CONTRACTOR or any subcontractor to comply with overtime pay requirements of the contract work hours and safety standards act, if the funds withheld by the State of Wyoming for violations are not sufficient to pay fully both the unpaid wages due laborers and mechanics and the liquidated damages due the State of Wyoming, the available funds shall be used first to compensate the laborers and mechanics for the wages to



which they are entitled (or an equitable portion thereof when the funds are not adequate for this purpose); and the balance, if any, shall be used for payment of liquidated damages.

4. Monthly payments based upon approximate estimates of the amount of the value to the Owner of expenses incurred during the preceding month, as computed by the Engineer and approved by the Owner, shall be made to the Contractor during the progress of the work, provided that five percent (5%) of the amount of the estimated value of the work done shall be retained until the work is fully completed and accepted by the Owner and this contract in all respects fully performed by said Contractor. The making of said monthly payments by the Owner, shall not be construed as acceptance of any part of the work done or materials furnished under this contract but simply as payment on account. Within a reasonable time after the acceptance of the work according to the contract, the Owner shall certify a final estimate based upon the quantities measured by the Engineer and computed according to the unit prices hereto attached, showing the total work done or required and the amount due the Contractor therefore. After deducting therefrom all previous payments and any other amounts to be kept and retained under the provisions of this contract, or as required by law, payment in full shall be made to the Contractor; provided that before such final payment is made the Owner may require the Contractor to show to its satisfaction that all just debts due to all laborers, mechanics, material, men and other persons who have supplied said Contractor, or any subcontractor working under this contract, with materials or goods of any kind for this work, including labor, materials feed and fuel bills, board and grocery bills, have been paid. All prior, partial estimates and payment shall be subject to correction in the final estimate and payment.
5. Wyoming State Statute Title 16, 16-6-702 provides that no more than five percent (5%) of the calculated value of any work completed shall be withheld until fifty percent (50%) of the work required by the contract has been performed. Thereafter, the public entity may pay any of the remaining installments without retaining additional funds if, in the opinion of the public entity, satisfactory progress is being made in the work but under no condition shall more than five percent (5%) be withheld on the remaining fifty percent (50%) of the work required. The withheld percentage of the contract price of the work, improvement or construction shall be retained in an account in the name of the contractor which has been assigned to the public entity until the contract is completed satisfactorily and finally accepted by the public entity. If the public entity finds that satisfactory progress is being made in all phases of the contract, it may, upon written request by the contractor, authorize payment from the withheld percentage. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.
6. Wyoming State Statute Title 16, 16-6-703 provides that if it becomes necessary for a public entity to take over the completion of any contract, all of the amounts owing the contractor, including the withheld percentage, shall first be applied toward the cost of completion of the contract. Any balance remaining in the retained percentage after completion by the public entity shall be payable to the contractor or the contractor's creditors. The retained percentage which may be due any contractor shall be due and payable as prescribed by W.S. 16 6 116.
7. Wyoming State Statute Title 16, 16-6-116 provides that forty (40) days before the final estimate is paid, shall cause to be published in a newspaper of general circulation, published nearest the point at which the work is being carried on, once a week for three (3) consecutive weeks, and also to post in three (3) conspicuous places on the work, a notice setting forth in substance, that the commission, board or person has accepted the work as completed according to the plans and specifications and rules set forth in the contract between the commission, board or person and the contractor, and that the contractor is entitled to final settlement therefore. The notice shall also set forth that upon the 41st day (and the notice shall specify the exact date) after the first publication of the notice the commission, board or person under



whose direction or supervision the work has been carried on will pay to the contractor the full amount due under the contract. This section does not relieve the contractor and the sureties on his bond from any claims for work or labor done or materials or supplies furnished in the execution of the contract.

8. Wyoming State Statute Title 16, 16-6-117 provides in all formal contracts entered into by any person with the state, or any department or commission thereof, or with any county, city, town, school district, high school district, or other public corporation of this state, for the construction of any public building, or the prosecution and completion of any public work, or for repairs upon any public building or public work, no final payment shall be made until the person files with the officer, department or commission of the state, or with the clerk of the county, city, town or school district, or with a similar officer of any other public corporation by which the contract has been made, a sworn statement setting forth that all claims for material and labor performed under the contract have been and are paid for the entire period of time for which the final payment is to be made. If any claim for material and labor is disputed the sworn statement shall so state, and the amount claimed to be due the laborer shall be deducted from the final payment and retained by the state, county, city, town or school district authority or public corporation until the determination of the dispute, either by judicial action or consent of the parties, and then paid by the agent or agency to the persons found entitled thereto.

C. Civil Rights – General

SOURCE: 49 USC § 47123

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

D. Civil Rights – Title VI Assurances

SOURCE: 49 USC § 47123 and FAA Order 1400.11

The City of Lander, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of



subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - 1) Withholding payments to the contractor under the contract until the contractor complies; and/or
  - 2) Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### E. INSERTION OF CLAUSES IN SUBCONTRACTS

The CONTRACTOR agrees to insert the foregoing subparagraphs A through D above in all subcontracts, as this is a condition of the CONTRACTOR’s and Owner’s Contract.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

City of Lander

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

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

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Attest: \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR:

American Road Maintenance, Inc.

By: 

Title: Officer

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: 

Title: President

Address for giving notices:

4554 E Eco Industrial PI

Tucson, AZ 85756

\_\_\_\_\_

License No.: 03733  
*(where applicable)*

Designated Representative:

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

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Designated Representative:

Name: Kyle Paulson

Title: Officer

Address: 4554 E Eco Industrial PI

Tucson, AZ 85756

Phone: 480-309-7102

Email: kyle@armwestcoast.com

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CORPORATE ACKNOWLEDGMENT

(To be filled in when Contract Agreement is executed in behalf of a Corporation)

STATE OF AZ )  
 ) ss  
County of PIMA )

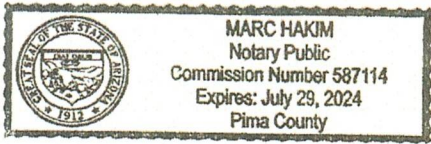
On this 29th day of June, 2023, before me appeared  
Kyle Paulson to me personally

known, who, being by me duly sworn, did say that he is

Officer of American Road Maintenance Inc  
(Title) (Company)

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND NOTARIAL SEAL the day and year in this certificate first above written.



[Signature]  
Notary Public

My Commission Expires: 7/29/24



NOTICE TO PROCEED

Owner:	City of Lander	AIP No: N/A
		State No.: ALN004A
Contractor:	American Road Maintenance, Inc.	Contractor's Project No.:
Engineer:	Ardurra	Engineer's Project No.: 220680
Project:	HUNT FIELD AIRPORT – LND – 2023 PAVEMENT MAINTENANCE PROJECT	Contract Name: HUNT FIELD AIRPORT – LND – 2023 PAVEMENT MAINTENANCE PROJECT
		Effective Date of Contract: July 12, 2023

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on July 17<sup>th</sup>, 2023.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is August 31<sup>st</sup>, 2023, and the date of Final Completion is September 30<sup>th</sup>, 2023.

Before starting any Work at the Site, Contractor must comply with the following:

1. Provide certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
2. Submit work schedule to Engineer for review and approval.
3. Safety Plan Compliance Document (SPCD) in accordance with CSPP.

Owner:

Authorized Signature: \_\_\_\_\_

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

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

Date Issued: \_\_\_\_\_

Copy: Engineer