

## **CONTRACTOR AGREEMENT**

The parties to this agreement are the SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, a local governmental entity of regional government ("Airport Authority"), and **[INSERT CONTRACTOR NAME]**, a **[INSERT TYPE OF ENTITY]** ("Contractor").

The Airport Authority desires to enter into an agreement with Contractor for the construction of a \_\_\_\_\_ at San Diego International Airport ("Project"). This Contract between the Airport Authority and the Contractor ("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 20\_\_.

**AIRPORT AUTHORITY:**      **San Diego County Regional Airport Authority  
3225 N. Harbor Drive, Third Floor  
San Diego, CA 92101**

**CONTRACTOR:**              **[INSERT CONTRACTOR NAME]  
[INSERT ADDRESS]  
[INSERT ADDRESS]**

**PROJECT:**                    **[INSERT PROJECT NAME]**

In consideration of the mutual covenants and obligations contained herein, the Airport Authority and the Contractor agree to the following:

### **1. SUMMARY SCOPE OF WORK**

- 1.1 The Contractor shall furnish to the Airport Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to satisfy the requirements of the Contract Documents and required for the complete construction of a complete and fully functional Project, as further described herein.
- 1.2 In the event that both parties agree to extend the term of this Contract, add additional scope, or modify any other term or condition of this Contract, the parties shall enter into a written amendment or Change Order to this Contract.

### **2. TIME**

- 2.1 The Contractor shall begin performance of services under this Contract on the date specified in writing by the Airport Authority. The Contractor shall keep the Airport Authority informed of the progress of such services at all times.
- 2.2 The Contractor agrees to complete all Work required to construct the Project, excluding warranty work, on or before the milestones listed below. The Final Acceptance milestone duration is defined herein as the Contract Time.
- 2.3 The Contractor understands and agrees that if it fails to complete the Work, or specified portions thereof, within the Contract Time, the Airport Authority will sustain damages that are difficult to quantify and specify as of the date of execution of this Contract. The Contractor therefore agrees to pay the amounts specified below, not as a penalty but as liquidated damages to compensate the Airport Authority for the damages it would sustain

as a result of a delay in completion of the Work. Each type of Liquidated Damages specified below will be assessed on a cumulative basis.

**2.3.1 Substantial Completion.**

2.3.1.1 The Airport Authority will assess liquidated damages in the amount of \$3,000 per Day for a maximum of 60 Days for the Contractor's failure to achieve Substantial Completion within 2349 Days of the Notice to Proceed.

**2.3.2 Final Acceptance.** The Airport Authority will assess liquidated damages in the amount of \$3,000 per Day for a maximum of 60 Days for the Contractor's failure to complete the Work and achieve Contract Final Completion within 2409 Days of the Notice to Proceed.

**2.3.3 Other Liquidated Damages.**

2.3.3.1 Article SC10 sets forth additional liquidated damages amounts applicable to this Project.

**3. COMPENSATION**

3.1 The Airport Authority shall pay to the Contractor as full compensation for the performance of the Work required by these Contract Documents, subject to any additions or deductions as provided herein, and including all applicable taxes and costs, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Payment shall be made as set forth in the General Conditions.

**4. EXECUTION OF CONTRACT**

The Contractor acknowledges and agrees that it has independently reviewed the Contract Documents provided by the Airport Authority with legal counsel, and that it has the requisite experience and sophistication to understand, interpret and agree to the provisions set forth therein. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of such Contract Documents, they shall not be interpreted or construed against the party who prepared them.

This Contract is entered into as of the day and year first written above.

This Contract is executed and entered into in the County of San Diego, State of California, and the obligations under this Contract are incurred and shall be performed and executed in said County.

If the Contract is between the Airport Authority and a corporation, it requires the signature of two corporate officers. One signature shall be that of the chairman of the board, the president, or any vice president and the second signature shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR  
CONTRACTOR AGREEMENT BETWEEN  
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY  
AND [INSERT CONTRACTOR NAME]**

**SAN DIEGO COUNTY REGIONAL  
AIRPORT AUTHORITY**

DATED: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Kimberly J. Becker  
President/CEO

APPROVED AS TO FORM AND LEGALITY:  
Airport Authority Attorney

**[INSERT CONTRACTOR NAME]**

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

License No.: \_\_\_\_\_

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

(Type or print Signatory's name and title)

Its: \_\_\_\_\_

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

(Type or print Signatory's name and title)

Its: \_\_\_\_\_