

M e s a G a t e w a y
A i r p o r t A u t h o r i t y



CONTRACT DOCUMENTS

F O R

H V A C E Q U I P M E N T R E P L A C E M E N T a n d I N S T A L L A T I O N S E R V I C E S

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CONSTRUCTION CONTRACT

A. EFFECTIVE DATE:

This Contract is entered into by and between the Owner and the Contractor for construction of the Project and shall be effective as of the date signed by Owner.

B. OWNER:

MESA GATEWAY AIRPORT AUTHORITY, formerly known as Phoenix-Mesa Gateway Airport Authority,
a joint powers airport authority authorized by the State of Arizona
5835 South Sossaman Road
Mesa, Arizona 85212-6014
Phone: 480.988.7600
Fax: 480.988.7641

C. CONTRACTOR:

TBD

D. OWNER'S PROJECT REPRESENTATIVE:

The Owner's Project Representative shall administer the Contract on behalf of the Owner to the extent authorized by the Owner.

Tobbie McMillan
Facilities Maintenance Manager
480-988-7545
tmcmillan@gatewayairport.com

E. PROJECT:

HVAC Equipment Replacement and Installation Services
Authority Project Numbers: 1333

F. WORK TO BE PERFORMED:

The Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, permits, testing, startup, commissioning, disposal, and other services necessary to remove the existing HVAC equipment and furnish, install, test, commission, and place into full operational service seven (7) new water source heat pump (WSHP) units in accordance with the Contract Documents.

G. RECITALS:

The Owner desires to contract for certain construction services and materials, and the Contractor desires to provide construction services and materials.

NOW, THEREFORE, intending to be legally bound and for valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner and Contractor agree as follows:

H. AGREEMENTS:**ARTICLE 1 THE CONTRACT**

The Contract consists of this Construction Contract and the Contract Documents identified in Article 8, together with any properly authorized amendments, modifications, Change Orders, Change Directives, and other written modifications issued in accordance with the Contract Documents.

ARTICLE 2 THE WORK

The Contractor shall execute the entire work described in the Contract and all work reasonably inferable as necessary to produce the results intended by the Contract.

ARTICLE 3 CONTRACT TIME

3.1 Contract Time, based on calendar days, shall consist of the number of calendar days stated in the contract, counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

3.2 The Contract Time shall be **TBD** calendar days from the date specified in the Notice to Proceed for achievement of Substantial Completion, as defined in Section 9 of the General Conditions.

3.3 The Final Completion shall be achieved within thirty **(30)** calendar days after the date of Substantial Completion, as defined in Section 9 of the General Conditions; provided, however, that if the thirtieth (30th) calendar day falls on a Saturday, Sunday, or legal holiday, the deadline for Final Completion shall be extended to the next calendar day that is not a Saturday, Sunday, or legal holiday.

3.4 Owner may, in its sole discretion and upon written notice to Contractor, extend the time for Final Completion. Any such extension shall not constitute a waiver of any other Contract requirements or remedies.

ARTICLE 4 LIQUIDATED DAMAGES

4.1 Acknowledgment of Damages. The Parties acknowledge and agree that it would be difficult and impracticable to ascertain the actual damages Owner would incur if Contractor fails to timely

achieve Substantial Completion or Final Completion of the Work in accordance with the General Conditions. The Parties further agree that the liquidated damages set forth herein represent a reasonable estimate of such damages and are not a penalty.

4.2 Substantial Completion Liquidated Damages. If Contractor fails to achieve Substantial Completion of the Work within the time required by the Contract Documents (the "Contract Time"), Contractor shall be subject to the following liquidated damages per calendar day for each calendar day of unexcused delay.

4.2.1 Substantial Completion of the Work – \$430.00 per Day

4.2.2 Liquidated damages for delay in achieving Substantial Completion shall commence on the first calendar day following the required date for Substantial Completion and shall continue to accrue until Substantial Completion is achieved, as determined in accordance with the Contract Documents, including Section 9 of the General Conditions.

4.2.3 For purposes of this Section, an 'unexcused delay' is any delay for which Contractor is not entitled to an extension of Contract Time under the Contract Documents, including Section 4.2.5 and Section 8.2 of the General Conditions.

4.3 Owner Discretion in Assessment of Liquidated Damages. Notwithstanding the foregoing, Owner reserves the right, in its sole discretion, to reduce, waive, or elect not to assess any portion of liquidated damages otherwise applicable under this Section, based on the circumstances of the delay. Any such decision by Owner shall be made in writing and shall not constitute a waiver of Owner's right to assess liquidated damages for any other delay or to enforce any other provision of the Contract.

4.4 No Liquidated Damages for Final Acceptance. Final Acceptance is an administrative determination by Owner and shall not be a basis for assessment of liquidated damages.

4.5 Recovery of Liquidated Damages. The Owner may deduct liquidated damages from any amounts due or to become due to Contractor under the Contract. Any liquidated damages not so deducted shall be due and payable upon written demand by Owner. If not paid when due, such amounts may accrue interest at the highest rate permitted by applicable law.

ARTICLE 5 CONTRACT SUM

5.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract, the Contract Sum of TBD Dollars (\$_____), subject to the additions and deductions as provided in the Contract.

5.2 The Contract Sum is a lump sum amount (See Exhibit A) and includes all labor, materials, equipment, supervision, transportation, permits, testing, startup, commissioning, disposal, overhead, profit, insurance, bonds, applicable taxes, and all other costs necessary for complete performance of the Work in accordance with the Contract Documents.

ARTICLE 6 PROGRESS PAYMENTS

Progress payments will be made in accordance with Section 9 of the General Conditions of the Construction Contract.

ARTICLE 7 **FINAL PAYMENT**

Final payment will be made in accordance with Section 9 of the General Conditions of the Construction Contract.

ARTICLE 8 **CONTRACT DOCUMENTS**

8.1 The Contract, except for modifications issued after the effective date of the Construction Contract, consists of the following documents:

- 8.1.1 This Construction Contract
- 8.1.2 The General Conditions to the Construction Contract
- 8.1.3 The Federal Contract Provisions
- 8.1.4 The RFP for HVAC Equipment Replacement and Installation Services, Solicitation No. 2027-003-RFP, including all applicable Attachments and Exhibits;
- 8.1.5 Addenda issued by the Owner prior to the Proposal due date;
- 8.1.6 The Contractor's Proposal, including the Price Proposal and all information incorporated into the Contract by the Owner;
- 8.1.7 The Contractor's approved equipment submittals and technical information
- 8.1.8 Any written amendments to this Contract
- 8.1.9 Change Orders, Change Directives, and other written modifications issued in accordance with the Contract Documents; and
- 8.1.10 Other documents specifically identified as Contract Documents.
Contract performance.

8.2 All of the foregoing documents are collectively referred to as the "Contract Documents" or the "Contract."

8.3 The Contract Documents are complementary, and a requirement called for by one is as binding as if called for by all. In resolving conflicts, if any, the Contract Documents shall be given the precedence that the Owner determines is consistent with their intent and that will produce the intended result. When not in contradiction with this priority, the Contract Documents shall be given precedence in the order in which they are listed in this Article 8.

ARTICLE 9 **MISCELLANEOUS**

9.1 If any provision(s) of the Contract is/are invalid, illegal, or unenforceable, all other provisions of the Contract shall nevertheless remain in full force and effect. If any Contract provision is inapplicable to any person or circumstance, that provision shall nevertheless remain applicable to all other persons and circumstances.

9.2 It is the Contractor's and Owner's intent that all provisions of law required to be inserted or referenced in the Contract Documents shall be incorporated into them. If any provision of law is not inserted or referenced in the Contract Documents, or is inserted or referenced in improper form, the provision shall be considered inserted or referenced in proper form at no increase in Contract Price or Contract Time.

9.3 Contractor shall not sell, assign, transfer, or otherwise convey any of its rights and shall not delegate any of its duties under this Contract without Owner's prior express written consent. In its sole discretion, Owner may refuse to consent to any proposed assignment or delegation. Any attempted sale, assignment, transfer, conveyance, or delegation in violation of this Paragraph 9.3 shall be void and shall relieve Owner of any further liability under the Contract Documents. If Owner consents in writing to an assignment, unless specifically stated to the contrary in the consent, the assignment shall not release or discharge Contractor from any duty or responsibility set forth in the Contract Documents.

9.4 Nothing contained in the Contract shall in any manner authorize, empower, or constitute Contractor, its subcontractors, or suppliers as agent(s) of Owner, authorize or empower Contractor, its subcontractors, or suppliers to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of Owner or authorize or empower Contractor, its subcontractors or suppliers to bind Owner in any manner or to make any representation, warranty, covenant, agreement, or commitment on Owner's behalf. Contractor shall perform all work under this Contract as an independent contractor. Only the Owner of this Contract shall have the right to enforce any changes to this Contract.

9.5 This Contract shall be binding on Owner and Contractor and all of their respective successors, heirs, legal representatives, and, if Owner has consented to an assignment or delegation as provided in Paragraph 8.3, assigns and delegates.

9.6 This Contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire, integrated agreement between the parties with respect to the work to be performed under the Contract Documents.

9.7 This Contract shall be governed by and construed in accordance with the laws of the state of Arizona, without giving effect to any rules governing conflict of laws.

9.8 The approval and continuation of this Contract are subject to the availability of funds either provided to, made available to, or appropriated by the Owner for this purpose. In the event that funds are not available or appropriated for the Owner's payment requirements under this contract for the goods and/or services to be provided hereunder, the Owner may terminate this contract by providing notice to the Contractor of the lack of availability of funds.

Signatures on the following page

Executed as of the Effective Date.

CONTRACTOR**TBD****OWNER****MESA GATEWAY AIRPORT AUTHORITY,**
a joint powers airport authority authorized
by the State of Arizona

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: J. Brian O'Neill, A.A.E.

Title: Executive Director/CEO

Date: _____

EXHIBIT A
Contractor's Price Proposal

[Insert from submitted proposal]

STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS:

That, _____, (hereinafter called the Principal), as Principal, and the _____, a corporation duly organized under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto Mesa Gateway Airport Authority, Maricopa County, Arizona (hereinafter called the Obligee), in the amount of _____ (\$ _____), for the payment of which the Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with Obligee, dated the _____ day of _____, 202_ to construct the following projects under the **Authority Solicitation No. 2027-003-RFP: HVAC Equipment Replacement & Installation Services (Authority Project No. 1333)**, which contract is hereby referred to and made a part of this bond as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorneys' fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 202_.

AGENCY OF RECORD, STATE OF ARIZONA

BY:

PRINCIPAL

AGENCY ADDRESS

TITLE:

SURETY

BY:

TITLE:

BOND NUMBER: _____ **ATTACH SURETY POWER OF ATTORNEY**

STATUTORY PAYMENT BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2, ARIZONA REVISED STATUTES

KNOW ALL MEN BY THESE PRESENTS:

That, _____, (hereinafter called the Principal), as Principal and _____, a corporation duly organized under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto Mesa Gateway Airport Authority, Maricopa County, Arizona (hereinafter called the Obligee), in the amount of _____ (\$_____), for the payment of which the Principal and Surety bind themselves and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with Obligee, dated the ____ day of _____, 202_ to construct the following projects under the **Authority Solicitation No. 2027-003-RFP: HVAC Equipment Replacement & Installation Services (Authority Project No. 1333)**, which contract is hereby referred to and made a part of this bond as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise, it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 202_.

AGENCY OF RECORD, STATE OF ARIZONA_____
PRINCIPAL

BY: _____

AGENCY ADDRESS_____
TITLE:_____
SURETY

BY: _____

TITLE: _____

BOND NUMBER: _____ **ATTACH SURETY POWER OF ATTORNEY**

CERTIFICATE OF SUBSTANTIAL COMPLETION

(To be completed by Owner/Engineer)

I hereby certify that _____ has substantially completed
(Name of Contractor)

The work under the following project:

HVAC Equipment Replacement & Installation Services
Authority Project No. 1333

in accordance with the contract documents and bid specifications, and all activities required by the Contractor under the Contract have been substantially completed as of _____ (date).

Firm Name: _____

By: _____
(Name)

(Title)

(Signature)

(Date)

CERTIFICATE OF COMPLETION

(To be Completed by Contractor and Owner)

I hereby certify that all goods and/or services required by **MESA GATEWAY AIRPORT AUTHORITY (MGAA)** have been delivered in accordance with the Contract Documents and bid specifications, and all activities required by the Contractor under the Contract have been completed, including all items on the final punch list, including administrative items, as of _____ (date).

**HVAC Equipment Replacement & Installation Services
Authority Project No. 1333**

Firm Name: _____

Principal: _____
(Name)_____
(Title)_____
(Signature)_____
(Date)

MESA GATEWAY AIRPORT AUTHORITY has performed a final inspection of MGAA's **HVAC Equipment Replacement & Installation Services, MGAA Project Numbers 1333 & 1340**, and finds that, to the best of our knowledge and belief, the work on this project has been completed in accordance with the Contract.

The date of final completion for this project is _____, 202__

Mesa Gateway Airport Authority

By: _____

Date: _____

**CONTRACTOR'S AFFIDAVIT REGARDING
SETTLEMENT OF CLAIMS****HVAC Equipment Replacement & Installation Services
Authority Project No. 1333**

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment, and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described project. The undersigned further agrees to indemnify and save harmless **MESA GATEWAY AIRPORT AUTHORITY**, their employees, agents or representatives, against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said OWNER and Engineer may suffer arising out of the failure or the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____, 202__.

(CONTRACTOR)

By:

STATE OF ARIZONA)
) ss
COUNTY OF)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 202__.

(Notary Public)

(My Commission Expires)

APPLICATION AND CERTIFICATE FOR PAYMENT**HVAC Equipment Replacement & Installation Services
Authority Project No. 1333**

CONTRACTOR: _____

Application No. _____ Period From _____ To: _____

Application is made for payment, as shown below, and on the attached Itemized Progress Tracking form, in accordance with the Contract Documents:

Original Contract Price: \$ _____

Approved Change Orders and Dates:

Change Order No.1 Date _____ \$ _____

Change Order No.2 Date _____ \$ _____

Change Order No.3 Date _____ \$ _____

Total Change Orders Approved to Date: \$ _____

Adjusted Contract Price \$ _____

Total Amount Due to Date \$ _____

Less Previous Certificates for Payment \$ _____

Current Payment Due \$ _____

Retainage _____ % \$ _____

Total Earned Less Retainage \$ _____

Notice to Proceed Date _____ Date of Substantial Completion _____

Time Used _____ % Complete _____ %

PAYMENT APPLICATION CERTIFICATE

Contractor's Certification

The undersigned Contractor certifies that the work covered by this Application for Payment has been completed in accordance with the Contract Documents, which all amounts have been paid by him for work for which previous Certificates for Payment were issued and payments received from the Owner, that the current payment shown is that due. The Contractor has reviewed this application, provided certified calculations, data and quantities to justify the quantities in this estimate.

CONTRACTOR

By: _____

Date: _____

Engineer's Certification

The Engineer has reviewed this application, accompanying data and schedules and having made on-site observation of the work consistent with his assigned responsibilities certifies that to his best knowledge and belief, the quality of the work performed is in accordance with the Contract Documents, that the work has progressed as indicated herein, and that the Contractor is entitled payment to the amount shown above.

ENGINEER

By: _____

Date: _____

MESA GATEWAY AIRPORT AUTHORITY

By: _____

Date: _____

NOTICE TO PROCEED

[DATE]

Contractor Name

Contractor Address

Attn: Contractor's Project Manager

HVAC Equipment Replacement & Installation Services
Authority Project No. 1333

Dear _____:

You are hereby authorized to proceed with the work for the above-referenced project effective as of the date of this letter. The Contract Time is **TBD** calendar days, as defined in the Contract Documents. All work shall be performed in strict accordance with the Contract Documents, including all project schedule, quality, and safety requirements.

Your primary point of contact for this project is Tobbie McMillan, at 480-988-7545, and all project communications shall be directed to him. If a pre-construction conference has not yet occurred, the Project Manager will contact you shortly to schedule it.

Please be reminded that no changes to the scope of work, schedule, or contract price may be made without the Owner's prior written approval. Work performed without such written authorization is at the Contractor's sole risk and may not be eligible for payment.

The Mesa Gateway Airport Authority looks forward to a successful project with your firm.

Sincerely,

MESA GATEWAY AIRPORT AUTHORITY, a joint powers airport authority authorized by the State of Arizona

Authorized Representative

CHANGE ORDER

PROJECT: Mesa Gateway Airport
Mesa, Arizona
HVAC Equipment Replacement & Installation Services
Authority Solicitation No. 2027-003-RFP

CHANGE ORDER NO: _ _
Authority Project No. 1333

TO CONTRACTOR: **Name,**
address

CONTRACT NO: _____
CONTRACT DATE: _____, 202**2**

The Contract is changed as follows. Contractor shall provide all labor, materials, equipment, services, transportation, utilities, and facilities to perform all of the following changes: **[describe].**

This Change Order shall constitute a final settlement of all matters relating to the change in the work that is the subject of the Change Order, including but not limited to all direct or indirect costs associated with such change, all delay and disruption costs, any impact such change may have on unchanged work, and any and all adjustments to the Contract Sum or the Contract Time. This Change Order supersedes all prior reservations stated or implied.

Not Valid until signed by the Owner, Engineer, and Contractor.

The original **Contract Sum** was\$ _____
Net change by previously authorized Change Orders\$ _____
The **Contract Sum** prior to this Change Order was\$ _____
The **Contract Sum** will be **increased** [or **decreased**] by this Change Order\$ _____
The new **Contract Sum** including this Change Order is\$ _____

The Contract Time will be **unchanged** [or **increased/decreased by** _____ **calendar days.**]

The Substantial Completion date for base contract work is **unchanged** [or **changed to** _____, **202_.**]

[Contractor],

By _____ Date _____

It's _____

(Engineer)

By _____ Date _____

It's _____

Owner

By _____ Date _____

It's _____

FAA

By _____ Date _____

It's _____

ADOT

By _____ Date _____

It's _____

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(PRIME CONTRACTOR)****Project: HVAC Equipment Replacement & Installation Services****Authority Project No.: 1333****Jobsite:** Mesa Gateway Airport, Mesa, Arizona**Owner:** Mesa Gateway Airport Authority**Contractor:** _____**Payment Bond Surety:** _____

This document waives and releases payment bond rights the undersigned has for labor and service provided, and equipment and materials delivered, to the Contractor on this job through _____ only to the following extent.

This waiver and release is conditioned upon actual receipt of payment in the sum of \$_____. Upon receipt of such payment, the undersigned waives and releases its right to make a claim against the payment bond furnished for this public works project under A.R.S. § 34-221 et seq., to the extent of the payment received.

This release covers a progress payment for labor and service provided, and equipment and materials delivered, to the Contractor through the date shown above only and does not cover any retention, pending modifications, changes, disputed items, or labor, service, equipment, or materials furnished after that date.

This waiver is effective only upon the undersigned's actual receipt of funds.

DATED this ____ day of _____, 202__.

Company Name

By: _____

Title: _____

STATUTORY NOTICE

NOTICE: THIS DOCUMENT WAIVES RIGHTS CONDITIONALLY AND IS EFFECTIVE ONLY IF YOU HAVE BEEN PAID THE AMOUNT STATED ABOVE. IF YOU HAVE NOT BEEN PAID, THIS DOCUMENT IS NOT EFFECTIVE.

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Subcontractor/Supplier)****Project:** HVAC Equipment Replacement & Installation Services**Authority Project No.:** 1333**Jobsite:** Mesa Gateway Airport, Mesa, Arizona**Owner:** Mesa Gateway Airport Authority**Contractor:** _____**Amount Requested:** \$ _____**Billing Period Through:** _____**CERTIFICATION**

The undersigned Subcontractor certifies:

1. This waiver applies solely to payment bond rights under A.R.S. § 34-221 for labor, services, equipment, or materials furnished to the Contractor through the date above.
2. This waiver is conditional upon actual receipt of the payment requested in this application.
3. This waiver does not waive or release any future payments, retention, pending modifications, disputed items, or rights under the payment bond for amounts not yet received.

DATED this ____ day of _____, 202__.

Subcontractor Name

By: _____

Name: _____

Title: _____

STATUTORY NOTICE

NOTICE: THIS DOCUMENT WAIVES RIGHTS CONDITIONALLY AND IS EFFECTIVE ONLY IF YOU HAVE BEEN PAID THE AMOUNT STATED ABOVE. IF YOU HAVE NOT BEEN PAID, THIS DOCUMENT IS NOT EFFECTIVE.

**UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(PRIME CONTRACTOR)****Project: HVAC Equipment Replacement & Installation Services****Authority Project No.: 1333****Jobsite:** Mesa Gateway Airport, Mesa, Arizona**Owner:** Mesa Gateway Airport Authority**Contractor:** _____**Payment Bond Surety:** _____

This document waives and releases payment bond rights the undersigned has for labor and service provided, and equipment and materials delivered, to the Contractor on this job through MM/DD/YR only to the following extent.

The undersigned has been paid and has received a progress payment in the sum of \$_____ for labor and service provided, and equipment and materials delivered, to the Contractor on this job through MM/DD/YR.

The undersigned hereby waives and releases its right to make a claim against the payment bond furnished for this public works project under A.R.S. § 34-221 et seq., to the extent of the payment received.

This release covers a progress payment for labor and service provided, and equipment and materials delivered, to the Contractor through the date shown above only and does not cover any retention, pending modifications, changes, disputed items, or labor, service, equipment, or materials furnished after that date.

The undersigned acknowledges that Arizona law does not permit mechanic's liens against public property and that this waiver applies solely to payment bond rights to the extent stated herein.

DATED this ____ day of _____, 202__.

Company Name

By: _____

Title: _____

STATUTORY NOTICE

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**Unconditional Waiver and Release on Progress Payment
(Subcontractor/Supplier)****Project: HVAC Equipment Replacement & Installation Services****Authority Project No.: 1333****Jobsite:** Mesa Gateway Airport, Mesa, Arizona**Owner:** Mesa Gateway Airport Authority**Contractor:** _____**Amount Received:** \$ _____**Through Date:** _____**CERTIFICATION**

The undersigned Subcontractor certifies:

1. Payment in the stated amount has been received.
2. The undersigned hereby waives and releases all rights to make a claim under the payment bond for this payment.
3. This waiver applies only to the payment received and does not waive or release future payments, retention, pending modifications, or disputed items.

DATED this ____ day of _____, 202__.

Subcontractor Name

By: _____

Name: _____

Title: _____

STATUTORY NOTICE

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE EVEN IF YOU HAVE NOT BEEN PAID.

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(PRIME CONTRACTOR)****Project: HVAC Equipment Replacement & Installation Services****Authority Project No.: 1333****Jobsite:** Mesa Gateway Airport, Mesa, Arizona**Owner:** Mesa Gateway Airport Authority**Contractor:** _____**Payment Bond Surety:** _____

This document waives and releases payment bond rights the undersigned has relating to the above-described public works project.

This waiver and release is conditioned upon actual receipt of final payment in the sum of \$ _____. Upon receipt of such payment, the undersigned waives and releases all rights to make a claim against the payment bond furnished for this public works project under A.R.S. § 34-221 et seq., for labor and service provided, and equipment and materials delivered, to the Contractor on this project.

This waiver does not cover any claims for disputed amounts or items specifically identified below:

This waiver is effective only upon the undersigned's actual receipt of funds.

DATED this ____ day of _____, 202__.

Company Name

By: _____

Title: _____

STATUTORY NOTICE

NOTICE: THIS DOCUMENT WAIVES RIGHTS CONDITIONALLY AND IS EFFECTIVE ONLY IF YOU HAVE BEEN PAID THE AMOUNT STATED ABOVE. IF YOU HAVE NOT BEEN PAID, THIS DOCUMENT IS NOT EFFECTIVE.

**Conditional Waiver and Release on Final Payment
(Subcontractor/Supplier)****Project: HVAC Equipment Replacement & Installation Services****Authority Project No.: 1333****Jobsite: Mesa Gateway Airport, Mesa, Arizona****Owner: Mesa Gateway Airport Authority****Contractor:** _____**Amount Requested / Retention: \$** _____**Through Date:** _____**CERTIFICATION**

The undersigned Subcontractor certifies:

1. This waiver applies solely to payment bond rights for labor, services, equipment, or materials furnished to the Contractor through the date above.
2. This waiver is conditional upon actual receipt of the final payment and retention.
3. This waiver does not waive or release disputed amounts or rights to claims for amounts not yet paid.

DATED this ____ day of _____, 202__.

Subcontractor Name

By: _____

Name: _____

Title: _____

STATUTORY NOTICE

NOTICE: THIS DOCUMENT WAIVES RIGHTS CONDITIONALLY AND IS EFFECTIVE ONLY IF YOU HAVE BEEN PAID THE AMOUNT STATED ABOVE.

**UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(PRIME CONTRACTOR)****Project:** HVAC Equipment Replacement & Installation Services**Authority Project No.:** 1333**Jobsite:** Mesa Gateway Airport, Mesa, Arizona**Owner:** Mesa Gateway Airport Authority**Contractor:** _____**Payment Bond Surety:** _____

This document waives and releases payment bond rights the undersigned has relating to the above-described public works project.

The undersigned has been paid and has received final payment in the sum of \$_____ for labor and service provided, and equipment and materials delivered, to the Contractor on this project.

The undersigned hereby waives and releases all rights to make a claim against the payment bond furnished for this public works project under A.R.S. § 34-221 et seq., except for disputed amounts or items specifically identified below:

DATED this ____ day of _____, 202__.

Company Name

By: _____

Title: _____

STATUTORY NOTICE

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**Unconditional Waiver and Release on Final Payment
(Subcontractor/Supplier)****Project: HVAC Equipment Replacement & Installation Services****Authority Project No.: 1333****Jobsite:** Mesa Gateway Airport, Mesa, Arizona**Owner:** Mesa Gateway Airport Authority**Contractor:** _____**Amount Received / Retention Released: \$** _____**Through Date:** _____**CERTIFICATION**

The undersigned Subcontractor certifies:

1. Payment in the stated amount has been received.
2. The undersigned hereby waives and releases all rights to make a claim under the payment bond for amounts received for labor, services, equipment, or materials furnished to the Contractor.
3. This waiver does not waive rights to any specifically identified disputed amounts (if applicable):

DATED this ____ day of _____, 202__.

Subcontractor Name

By: _____

Name: _____

Title: _____

STATUTORY NOTICE

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE EVEN IF YOU HAVE NOT BEEN PAID.

WARRANTY AND ASSIGNMENT OF WARRANTIES

Project: HVAC Equipment Replacement & Installation Services

Project Address: Mesa Gateway Airport

Owner: Mesa Gateway Airport Authority

Contractor: [Contractor Name]

Contract Date: [Contract Date]

1. Contractor Warranty

In accordance with the Contract Documents, the Contractor warrants to the Owner that all Work performed under the Contract has been completed in accordance with the Contract requirements and that the Work is free from defects in materials and workmanship for a period of **one (1) year from the Date of Substantial Completion**, unless otherwise specified in the Contract Documents.

2. Assignment of Manufacturer and Supplier Warranties

The Contractor hereby assigns to the Owner all warranties and guarantees provided by manufacturers, suppliers, and subcontractors for equipment, materials, and systems incorporated into the Work. Such warranties are provided in addition to, and not in limitation of, the Contractor's warranty obligations under the Contract Documents.

3. Warranty Documents

All available manufacturer and supplier warranty certificates, product registrations, and related documentation are attached hereto or included in the Project Closeout Documents provided to the Owner.

4. Owner Rights

Upon acceptance of this Assignment, the Owner shall be entitled to enforce the terms of such warranties directly against the manufacturers, suppliers, or subcontractors, subject to the terms and conditions contained in the original warranty documents.

5. Warranty Periods

Warranty periods for specific equipment, materials, and systems are identified in the **Warranty Log** included in the Project Closeout Documents.

6. Additional Documentation

The Contractor agrees to execute additional documents reasonably required to confirm or effectuate the assignment of warranties if requested by the Owner.

Contractor:

[Contractor Legal Name]

By: _____

Name: _____

Title: _____

Date: _____

Attachment A – Warranty Log (Example Format)

Item	Manufacturer	Model	Warranty Period	Start Date	Contact
HVAC Unit	Carrier	RTU-5	5 Years	[Date]	Carrier Service
Water Heater	AO Smith	XCG-50	6 Years	[Date]	AO Smith
Roofing Membrane	Carlisle	TPO	20 Years	[Date]	Carlisle Rep
Lighting Fixtures	Lithonia	LED	3 Years	[Date]	Acuity Brands