

SECTION 070 – CONTRACT

CONTRACT

This agreement, made and entered into this _____ day of _____, 2016, in Reno, Nevada, by and between the City of Reno, hereinafter called the City, and Spanish Springs Construction, Inc., hereinafter called the Contractor.

Witnesseth, that the Contractor agrees with the City, for the consideration and Agreements hereinafter mentioned and contained to be made and performed by the City, and under the conditions expressed in two (2) bonds bearing even date with these presents, approved by the City Attorney and hereunto annexed, that they, the Contractor, shall and will at their own proper cost and expense, do all the work and furnish all the materials, necessary for the substantial construction and completion and to the satisfaction of the City,

**TMWRF SEPTAGE ROADWAY PROJECT
CONTRACT NUMBER I100087-2380
PWP WA-2016-114**

together with incidental items necessary to complete the work in strict conformity, in every part and particular, with the annexed plans, special provisions and technical specifications which are made a part hereof (Contract Documents), and in full compliance with the terms of this agreement.

And the Contractor hereby further agrees to receive and accept the unit prices set forth in the "Schedule of Prices" forms hereto annexed and hereby made a part of this agreement, as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the City and in the manner and under the conditions hereinafter specified.

The City hereby promises and agrees with the Contractor, to employ, and does hereby employ, the Contractor to provide the materials and to complete all the work according to the terms and conditions herein contained and referred to, for the prices in the Proposal Schedule of Prices Bid Form, and hereby contracts to pay the said Contractor at the time, in the manner, and upon the conditions set forth in the Contract Documents, and the said parties themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

The Contractor further agrees that no monies payable under this contract shall be assigned by power of attorney, or otherwise, except upon written consent of the City.

The Contractor covenants and agrees to conform to and comply with all requirements contained in Wage, and Equal Opportunity Requirements hereto annexed and hereby made a part of this Agreement. The Contractor further agrees that they shall promptly repair, replace, restore or rebuild, as the City may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur, because of such defects, during a one-year period subsequent to the date of final acceptance.

It is further expressly agreed, by and between the parties hereto, that should there be any conflict between the Contract Documents and the Proposal of said Contractor, then Contract Documents shall control and nothing herein shall be considered an acceptance of the said terms of said proposal conflicting therewith.

Furthermore, the components of the Contract Documents shall be assigned the following hierarchy, with the items listed in order of decreasing control as follows:

- Executed Change Orders
- Contract
- Addenda
- Special Provisions or Technical Specifications
- Supplemental General Provisions
- Proposal
- City of Reno Standard Detail Drawings
- Standard Specifications for Public Works Construction

In the event of a conflict between the Specifications and the Drawings, the more restrictive shall prevail.

The Contractor hereby further agrees to receive and accept the Contract Sum of two hundred eighty-eight thousand, four hundred forty-four and 00/100---- Dollars (\$ 288,444.00), as full compensation for furnishing all materials and labor, and the doing of all work, to the satisfaction of the Owner, and in the manner and under the conditions specified in the Contract Documents.

And the said Contractor hereby further agrees that the payment of the final amount due under this Contract shall release the City from any and all claims or liability on account of work performed under this Contract other than such claims, if any, as may be specifically excepted by the Contractor in writing at the time final payment is made.

In witness whereof, the parties to these presents have hereunto set their hands and seals the year and date first above written.

ATTEST:

City of Reno, Nevada

City Clerk, City of Reno

Hillary L. Schieve, Mayor

CONTRACTOR'S ACKNOWLEDGEMENT

Spanish Springs Construction, Inc.

(Company Name)

(Principal Signature)

(Principal Printed Name)

CONTRACTOR'S NOTARY:

State of _____

County of _____

On this _____ day of _____, 2016, personally appeared
before me, a Notary Public in and for said

County and State, _____, known to me to
be the _____ of _____,
who acknowledged to me that he executed the above instrument.

(Notary Public)

(Stamp/Seal)

I hereby certify that I have examined the written contract and find the same to be in accordance with
the Reno Municipal Code.

By: _____
(Deputy City Attorney)

SECTION 075 - PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the City of Reno in the State of Nevada has awarded to

Spanish Springs Construction, Inc. hereinafter designated as the "Principal", a Contract for construction of the TMWRF Septage Road Project, Contract Number I100087-2380, and WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract;

NOW, therefore, we the Principal and _____ as surety, are held and firmly bound unto the City of Reno in the State of Nevada, in the penal sum of

two hundred eighty-eight thousand, four hundred forty-four and 00/100 Dollars

(\$ 288,444.00), lawful money of the United States, being not less than one hundred percent (100%) of the estimated Contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, their heirs, executors, administrators, successors, or assigns, shall in all things abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said Contract and any alterations made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning; and shall indemnify and save harmless the City of Reno in the State of Nevada, its officers and agents, as therein stipulated; then this obligation shall become null and void. Otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden principal, their heirs, executors, administrators, successors or assigns shall make full, complete and satisfactory repair and replacements or totally protect the said City of Reno in the State of Nevada from loss or damage made evident during said period of one (1) year from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done.

Further, the above obligation shall hold good by the above bounden Principal, his heirs, executors, administrators, successors or assigns during the one (1) year warranty period if any defect is found to exist and efforts to rectify the defect cannot be executed during the one (1) year warranty period, the warranty period shall extend until the defect is remedied to the full and complete satisfaction of the City of Reno in the State of Nevada. If this defect causes additional defects during this extended warranty period, the additional defects shall also be remedied by the above bounden Principal, his or its heirs, executors, administrators, successors or assigns to the full and complete satisfaction of the City of Reno in the State of Nevada. The above obligation shall remain in full force and effect; otherwise the above obligation shall be void.

And the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed hereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration to the terms of the contract, or to the work, or to the specifications.

The Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under NRS Chapter 339, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

CONTRACTOR:

Spanish Springs Construction, Inc.
(Company Name)

(Principal Signature)

(Principal Printed Name)

CONTRACTOR NOTARY:

State of _____

County of _____

On this _____ day of _____, 2016, personally appeared before me, a Notary Public in and for said

County and State, _____, known to me to be the _____ of _____, who acknowledged to me that he executed the above instrument.

(Notary Public)

(Stamp/Seal)

APPROVED AS TO LEGAL FORM:

(Deputy City Attorney)

SURETY:

(Surety Company Name)

(Surety Authorized Signature)

(Surety Printed Name)

SURETY NOTARY:

State of _____

County of _____

On this _____ day of _____, 2016, personally appeared
before me, a Notary Public in and for said

County and State, _____, known to me to
be the _____ of _____,
who acknowledged to me that he executed the above instrument.

(Notary Public)

(Stamp/Seal)

Countersigned by Resident Agent

(Signature)

On _____ for
(Date)

(Resident Agent Company Name)

(Street Address)

(City, State & Zip Code)

(Phone Number)

SECTION 080 - LABOR AND MATERIALS BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

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(\$ 288,444.00), lawful money of the United States, being not less than one hundred percent (100%) of the estimated Contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, supplies, implements or machinery used in, upon, for, or about the performance of work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Compensation Law with respect to such work or labor, as required by the provisions of NRS Chapter 612, and provided that the claimant shall have complied with the provisions of said law, the Surety hereon will pay for the same within thirty (30) calendar days an amount not exceeding the sum specified in this bond, and the above obligation shall then be null and void. Otherwise, it shall remain in full force and account. In case suit is brought upon this Bond the said Surety agrees to pay a reasonable attorney's fee to be fixed by the Court.

And the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed hereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration to the terms of the contract, or to the work, or to the specifications.

The Bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under NRS Chapter 339, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

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CONTRACTOR:

Spanish Springs Construction, Inc.
(Company Name)

(Principal Signature)

(Principal Printed Name)

CONTRACTOR NOTARY:

State of _____

County of _____

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before me, a Notary Public in and for said

County and State, _____, known to me to
be the _____ of _____,
who acknowledged to me that he executed the above instrument.

(Notary Public)

(Stamp/Seal)

APPROVED AS TO LEGAL FORM:

(Deputy City Attorney)

SURETY:

(Surety Company Name)

(Surety Authorized Signature)

(Surety Printed Name)

SURETY NOTARY:

State of _____

County of _____

On this _____ day of _____, 2016, personally appeared
before me, a Notary Public in and for said

County and State, _____, known to me to
be the _____ of _____,
who acknowledged to me that he executed the above instrument.

(Notary Public)

(Stamp/Seal)

Countersigned by Resident Agent

(Signature)

On _____ for
(Date)

(Resident Agent Company Name)

(Street Address)

(City, State & Zip Code)

(Phone Number)