

SECTION 070 – CONTRACT

CONTRACT

This agreement, made and entered into this 14TH day of December, 2011, in Reno, Nevada, by and between the City of Reno, hereinafter called the City, and Auburn Constructors, 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 ELECTRICAL SYSTEMS UPGRADE 2011
PROJECT NO. I100050
CONTRACT NUMBER I100050-1980
PWP WA-2012-14**

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
- 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

Three Million Six Hundred Twenty Five Thousand and 300 Dollars

(\$3,625,300.00), 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

Robert A. Cashell, Sr., Mayor

APPROVED;

Contractor

City of Sparks
Geno Martini, Mayor

By: _____

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

CONTRACTOR'S ACKNOWLEDGEMENT

State of _____

County of _____

On this _____ day of _____, 2011, 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)