

**CITY OF NORTH LAS VEGAS
CONSTRUCTION CONTRACT**

BID NO: 1670

DATE: _____

NAME OF CONTRACTOR: Harber Company, Inc. dba Mountain Cascade of Nevada

ADDRESS OF CONTRACTOR: 3764 Civic Center Drive

North Las Vegas, NV 89303

Individual _____ Partnership _____ Corporation X

in the State of _____

Contract for APEX ELEVATED WATER TANK

In the amount of THIRTEEN MILLION FOUR HUNDRED SIXTY FIVE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$13,465,600.00).

THIS CONTRACT entered into, effective this date by the City of North Las Vegas, Nevada, hereinafter called CITY, represented by the Mayor, executing this Contract, and the individual, partnership, or corporation named above, hereinafter called CONTRACTOR, witnesseth that the parties hereto do mutually agree as follows:

STATEMENT OF WORK: The CONTRACTOR shall furnish all labor, equipment and materials and perform the Work above described for the amount stated above in strict accordance with the Contract Documents, including the Specifications of the CITY and the schedule of Drawings and other requirements, all of which are incorporated herein by reference. All Work is the sole responsibility of the CONTRACTOR unless specifically provided otherwise.

TIME FOR COMPLETION: The Work which the CONTRACTOR is required to perform under this Contract shall be completed within 360 days or as agreed upon with the Construction Manager.

LIQUIDATED DAMAGES: Liquidated Damages as provided for in the specifications and conditions shall be assessed in the amounts stated below per day for each calendar day after the construction completion date, or applicable extension thereof as provided in the Specifications and Requirements, that completion of the Work is delayed.

- 1) Liquidated Damages for failure to complete the requirements for the Construction Completion milestone within the time period indicated shall be FIVE HUNDRED DOLLARS (\$500) per day.
- 2) Liquidated Damages for late contract documents noted in the Contract Award Instructions Section CI.14 shall be TWO HUNDRED DOLLARS (\$200) per day.
- 3) Liquidated Damages for late submittals noted in the Contract Award Instructions Section CI.15 shall be TWO HUNDRED DOLLARS (\$200) per day.
- 4) Liquidated Damages for failure to maintain traffic control noted in the Contract Award Instructions Section CI.16 shall be TWO HUNDRED DOLLARS (\$200) per hour.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date entered on the first page hereof.

CITY OF NORTH LAS VEGAS

**HARBER COMPANY INC.
dba MOUNTAIN CASCADE OF NEVADA**

By _____
Pamela A. Goynes-Brown
Mayor

By: _____
Andrew Lawrence McCulloch
Vice President

ATTEST:

Jackie Rodgers
City Clerk

APPROVED AS TO FORM:

Micaela Rustia Moore
City Attorney

**CITY OF NORTH LAS VEGAS
PERFORMANCE BOND**

BOND NUMBER _____

DATE EXECUTED _____

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE. ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.

KNOW ALL MEN BY THESE PRESENTS, that we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of North Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum of _____ (\$_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain Contract with the City, to perform all Work required under the Bidding Schedule(s), Bid No. 1670, of the City's specifications, entitled APEX ELEVATED WATER TANK.

NOW THEREFORE, if said CONTRACTOR shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions and agreements of said Contract during the original term of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any modifications in the Work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 20____

Contractor: _____

Surety: _____

(Authorized Representative and Title)

(State of Nevada, License Number)

(Managing General Agent)

By: _____
(Signature to be notarized)

By: _____
(Signature to be notarized)

Address: _____

Telephone: _____

Email: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

**CITY OF NORTH LAS VEGAS
LABOR AND MATERIAL PAYMENT BOND**

BOND NUMBER _____

DATE EXECUTED _____

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE. ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.

KNOW ALL MEN BY THESE PRESENTS, That we, the CONTRACTOR AND SURETY, are held and firmly bound unto the City of North Las Vegas, Nevada, hereinafter referred to as the City, in the penal sum of _____ (\$_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the CONTRACTOR entered into a certain Contract with the City, to perform all Work required under the Bidding Schedule(s), Bid No. 1670, of the City's specifications, entitled APEX ELEVATED WATER TANK.

NOW THEREFORE, if said CONTRACTOR, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of Work contracted to be done, or for amounts due under applicable State Law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State Law. This bond shall remain in effect until two (2) years after the date of final acceptance of the Work by the City Council.

PROVIDED, that any modifications in the Work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such modifications or extensions of the Contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 20 _____

Contractor: _____

Surety: _____

(Authorized Representative and Title)

(State of Nevada, License Number)

(Managing General Agent)

By: _____
(Signature to be notarized)

By: _____
(Signature to be notarized)

Address: _____

Telephone: _____

Email: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

**CITY OF NORTH LAS VEGAS
GUARANTEE BOND**

BOND NUMBER _____

DATE EXECUTED _____

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NRS 683A.090. NOTE: INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE. ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT CIRCULAR 570, CURRENT REVISION) AND AS LISTED WITH A. M. BEST COMPANY WITH A RATING OF A OR BETTER.

GUARANTEE for _____
(Name and Address of Prime Contractor)

We hereby guarantee that the APEX ELEVATED WATER TANK which we have constructed, has been completed in accordance with the Contract Documents, and that the Work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of the Work together with any other adjacent Work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of final acceptance of the above-named Work by the City of North Las Vegas, State of Nevada, without expense whatsoever to the City of North Las Vegas, ordinary wear and unusual abuse or neglect are exempted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days after being notified in writing by the City of North Las Vegas, Nevada, we collectively or separately do hereby authorize the City of North Las Vegas to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

Date of Completion _____

SIGNED this _____ day of _____, 20_____

Contractor: _____

Surety: _____

(Authorized Representative and Title)

(State of Nevada, License Number)

(Managing General Agent)

By: _____
(Signature to be notarized)

By: _____
(Signature to be notarized)

Address: _____

Telephone: _____

Email: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)