

178261

EUREKA COUNTY
2002 STREET PAVING PROJECT

CONTRACT

THIS AGREEMENT, made this 8th day of July 2002, by and between Frehner Construction Company, Inc., Nevada State License Number 10639A, hereinafter called CONTRACTOR, and EUREKA COUNTY, acting through its Board of County Commissioners, hereinafter called the OWNER.

WITNESSETH:

THAT FOR and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

Article 1 - Scope of Work

The Contractor shall furnish all labor, materials and supplies, equipment and labor and other services necessary to perform all the work described in the Specifications and Contract Documents, entitled 2002 Street Paving Project.

Article 2 - Time of Completion

The work to be performed under this Contract shall be completed within sixty (60) calendar days from the date specified in Notice to Proceed, unless the period for completion is extended as provided in the Special Provisions.

Should the Contractor fail to complete the work within the stipulated time, including any authorized extension of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each calendar day required to complete the work in addition to the period of time herein before set forth.

Article 3 - Progress Payments

The Owner will pay the Contractor progress payments and the final payment in accordance with the methods set forth in the Special Provisions and this Contract.

Article 4 - Acceptance and Final Payment

As soon as practical, following the completion of the work, the Contractor shall make request by letter to the Engineer for semi-final inspection after which the Engineer will furnish the Contractor a list of defect items, if any. Upon correction of the defective items, if any, the Contractor shall make request by letter to the Engineer for final inspection and acceptance of the work. If no further defects exist, and if in his opinion all provisions of the Specifications and Contract have been satisfied the Engineer will recommend that the project be accepted at the next

regularly scheduled Eureka County Commissioners meeting. Upon acceptance of the project by the Owner, the Engineer will complete the Notice of Completion and file said notice with the Eureka County Recorder. At the expiration of forty (40) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens, or outstanding debts have been filed against the work. Notwithstanding the expiration of forty (40) days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 5 - The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Specifications and to the satisfaction of the Engineer, amounts as set forth in the Proposal. This sum is to be paid in the manner and under the conditions hereinbefore specified.

Article 6 - Labor

That in the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder, except as provided in NRS 608 and any applicable Federal regulations.

Article 7 - Performance and Labor and Material Bonds

The Contractor agrees that will, before this Contract becomes effective, furnish the Owner with a Performance Bond and a Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total contract sum.

The Performance Bond shall be conditioned that the work under the Contract shall be performed in accordance with the Specifications and the terms of this Agreement.

The Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender, and supplies, tires, trucks and other means of transportation used in or upon or about the work and for any labor thereon.

Article 8 - The Contract Documents

The following is an enumeration of the Contract Documents and they are as fully a part of the Contract as if hereto attached or hereto repeated:

Invitation to Bid
Instructions to Bidders
Proposal

NDOT Standard Details for
For Road and Bridge Construction
Eureka County Standard Details for

Base Bid Schedule
List of Subcontractors
Faithful Performance Bond
Labor and Material Bond
Eureka County Standard Specifications
for Public Works Construction and Addenda
NDOT Occupancy Permit
Pre-Bid Conference Minutes

Public Works Construction
General Provisions
Special Provisions
Plans
Technical Provisions
Supplemental Agreements
Addenda (if any)

IN WITNESS WHEREOF the said Contractor and the Owner, have caused the names of said parties to be affixed hereto this day and year first above written.

OWNER (Eureka County)

By: *Pete Boicochea*

Name: PETE BOICOECHEA
(please type)

Title: CHAIRMAN

Attest: *Vera Baumann*

CONTRACTOR

Frehner Construction Company, Inc.

By: *Dennis H. Wise*

Name: Dennis H. Wise - Vice President
(please type)

(SEAL)

ATTEST (Contractor):

Shelley Miller

Name: Shelley Miller
(please type)

Title: Contract Administrator

Address: 4040 Frehner Road

No. Las Vegas, NV 89030

BOOK 348 PAGE 173
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Eureka County, Nevada
02 JUL -9 AM 10:58

CLERK COUNTY NEVADA
JUL REBALEATH, RECORDER
FILE NO. FEES No Fee

178261

BOOK 348 PAGE 175