

## **CONTRACT**

### **FIRE STATION #3 KITCHEN REMODEL CONTRACT NUMBER FM997/E100218 PWP WA-2024-112**

#### **ARTICLE 1 THE WORK OF THIS AGREEMENT AND PARTIES TO THE AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, in Reno, Nevada, by and between the City of Reno, hereinafter called the Owner, and HOUSTON SMITH CONSTRUCTION INC.

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

The Contractor shall promptly commence and diligently prosecute the Work that is the subject of this Agreement and achieve Substantial Completion of the entire Work not later than 90 days from the written Notice to Proceed.

The Owner is:           City of Reno  
                                  P.O. Box 1900  
                                  Reno, NV 89505

The Architect is:        CWX Architects  
                                  1680 Montclair Ave  
                                  Reno, NV 89509

#### **ARTICLE 2 THE CONTRACT DOCUMENTS**

Work shall be completed in strict conformity, in every part and particular, with the Contract Documents, which consist of this Agreement, Conditions of the Contract (General Conditions and Supplementary Conditions), Special Provisions for Site Work, Project Manual, Drawings, Specifications, and Addenda issued prior to execution of this Agreement and written modifications issued after execution of this Agreement and are as fully part of the Contract as if attached to this Agreement or repeated herein.

**ARTICLE 3  
CONTRACT SUM**

The Contractor hereby further agrees to receive and accept the Contract Sum of ONE HUNDRED EIGHTY THOUSAND Dollars (\$ 180,000.00), 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.

The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:\_\_\_\_\_.

The Owner 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 of the Contract Documents 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 Owner.

**ARTICLE 4  
PROGRESS PAYMENTS**

Based upon Application for Payment including all supporting documentation submitted by the Contractor to the Construction Manager, and upon Project Application and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents. For each progress payment, five percent (5%) will be held until fifty percent (50%) of the work has been performed. This amount will be held until one hundred percent (100%) completion and final acceptance of the project. Except for cause, in accordance with NRS 338.525, no retention will be held from subsequent payments.

**ARTICLE 5  
FINAL PAYMENT**

As soon as practical, following the completion of the work, the Contractor shall make request by letter to the Owner for a final inspection and acceptance of the work; if, in the Owners opinion, all provisions of the Specifications and Agreement have been satisfied, and Owner will cause a Notice of Completion to be sent to the Contractor, Worker's Compensation Agency and the State. At the expiration of thirty (30) days following sending 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. Upon demand by the Owner, Contractor shall submit evidence satisfactorily to the Owner that all payrolls, materials, bills and other indebtedness relating to the work performed have been paid before final payment is made. Final payment is further subject to the Owner's prior receipt from the Contractor of all as-built drawings, certifications, maintenance manuals, operating instructions,

written guarantees, warranties and bonds relating to the Work, and assignment of all guarantees and warranties from contractors, vendors, suppliers or manufacturers.

The said Contractor hereby further agrees that the payment of the final amount due under this Agreement shall release the Owner 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.

#### **ARTICLE 6 PREVAILING WAGES**

In the event this Contract is One Hundred Thousand Dollars (\$100,000) or more, the project is subject to prevailing wage rates in accordance with Nevada Revised Statutes Chapter 338. Contractor shall comply with NRS 338.020 through 338.090 and the Acknowledgment and Stipulation of Bidder Regarding Penalties for Noncompliance with all prevailing wage requirements set forth in Nevada State Law. The prevailing wage rates for Washoe County, as established by the Nevada State Labor Commission, shall be paid for all classifications of labor. The Contractor is responsible for verifying and adhering to all prevailing wage rates. Pursuant to NRS 338.030 (9), the prevailing rates of wages are the rates in effect at the time of the opening of bids and will be paid as provided by NRS and will be included in the conformed contract documents.

#### **ARTICLE 7 WARRANTY**

The Contractor further agrees that he shall promptly repair, replace, restore, or rebuild, as the Owner may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur, because of such defects, for a minimum period of one-year after substantial completion and as stated in the contract documents.

#### **ARTICLE 8 CONFLICTS AND HIERARCHY**

It is further expressly agreed, by and between the parties hereto, that should there be any conflict between the Contract Documents and the bid or proposal of said Contractor, the 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
- Addenda
- Owner - Contractor Agreement
- Special Provisions
- Supplementary Conditions
- General Conditions
- Special Conditions for Sitework
- Division I of the Specifications
- Drawings and Divisions 2-16 of the Specifications.

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

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

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**

\_\_\_\_\_  
HOUSTON SMITH CONSTRUCTION INC.

(Company Name)

\_\_\_\_\_  
(Principal Signature)

\_\_\_\_\_  
ROLLIN SMITH

(Principal Printed Name)

**CONTRACTOR'S NOTARY:**

State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_  
(Name of party signing this affidavit & Proposal Form)

known to me to be the \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Company Name)

acknowledged to me that he executed the above instrument.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Stamp/Seal)