

CONTRACT

THIS CONTRACT, made and entered into this 23 day of July, 2020, in Ely, Nevada by and between the City of Ely, hereinafter called the "Owner", acting herein through its Mayor, Party of the first part, and

JCR Development, LLC, PO Box 151861, Ely, Nevada 89301
(Corporation, partnership, or individual doing business as)
of Ely, County of White Pine, State of Nevada, Party of the second part, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the City, for the consideration and Contract 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 the Contractor shall and will at Contractor's 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, **Murry Street Sewer Main Upgrade Project Phase-I & Phase-II, PWP# WP-2020-203, CDBG Funded Project 19/PF/02 & 20/PF/08**, hereinafter called the "Project", together with incidental items necessary to complete the work in strict conformity in every part and particular, with the annexed plans, special provisions and standard specifications which are made a part hereof, and in full compliance with the terms of this agreement.

And the Contractor hereby further agrees to receive and accept the prices set forth in the Proposal Schedule of Prices 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 Engineer 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 do all the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the said Contractor at the time, in the manner, and upon the conditions set forth in the General Conditions; 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 moneys payable under this contract shall be assigned by power of attorney, or otherwise, except upon written consent of the City.

The Contractor further agrees to 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 (1) 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 terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered an acceptance of the said terms of said proposal conflicting therewith.

And the said Contractor hereby further agrees that the payment of the final amount due under this contract shall release the City of Ely 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 accepted by the Contractor in writing at the time final payment is made. The City of Ely shall pay the contractor no more than ninety percent (90%) of the total amount due under the Contract until fifty percent (50%) of the work required by the Contract has been performed. Thereafter, the City may pay any of the remaining installments without retaining additional funds if, in the opinion of the City of Ely, satisfactory progress is being made in the work. Upon final acceptance of the completed work, the City of Ely may publish a Notice of Completion to creditors and others concerned. The balance of funds retained shall be paid to the contractor within a reasonable time following the filing of a Notice of Completion or upon other proper evidence of satisfactory completion of the Contract, unless the Labor Commissioner of the State of Nevada requires the City of Ely to withhold the funds pursuant to N.R.S. 338.160.

The Contract Documents shall include the following, all of which are made a part hereof and collectively evidence and constitutes the Contract:

1. The advertised Invitation to Bid
2. The Instructions to Bidders
3. The Proposal by the Contractor
4. Bidder Experience Qualifications
5. Designation of Subcontractors
6. Affidavit of Non-Collusion
7. This Contract
8. The Bid Bond, Performance Bond and Payment Bond
9. Notice to Proceed
10. The Special Provisions
11. The Contract General Conditions

- 12. The contract drawings, plans, maps, plat, blueprints and other drawings and printed or written explanatory or supplementary matter thereof, as attached to this Contract.
- 13. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the City and to fully **complete the project on or before November 20, 2020**. The Contractor further agrees to pay, as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each calendar day thereafter.

The owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the Contract documents.

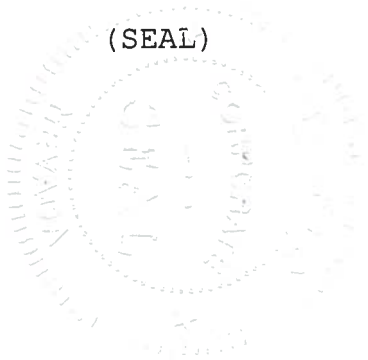
IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above-mentioned.

CITY OF ELY, NEVADA, Owner


By: 
Mayor

ATTEST:


City Clerk of the City of Ely,
Nevada



JCR Development LLC
Contractor

By: 
Manager
Title

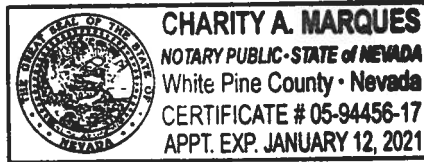
PO Box 151861
Ely, Nevada 89315
Address

ATTEST:

Charity Marques
~~Secretary~~ Notary

Witness

(SEAL)



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

By: Carl Ford
Attorney of the City of Ely,
Nevada

NOTE: If Contractor is a corporation, Secretary should attest and affix the seal.