

DOCUMENT 00 52 00

AGREEMENT

**FWRC PRELIMINARY AND PRIMARY TREATMENT IMPROVEMENTS
EARLY RELEASE 3**

**PROJECT NO. 19005
PWP NO. CL-2022-116**

This Agreement, made and entered into this _____ day of July, 2022, by and between the Clark County Water Reclamation District, ("Owner"), and J.A. Tiberti Construction Company, Inc., a corporation organized and existing under the laws of the State of Nevada, a partnership consisting of N/A, or an individual trading as N/A, of the city of Las Vegas, County of Clark, State of Nevada, ("Contractor").

The parties hereto do mutually agree as follows:

1.0 Contractor agrees with Owner to perform and complete all Work required in, and in strict accordance with, the Contract Documents for the Project entitled:

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Contractor acknowledges and agrees that, all references in any of the Contract Documents to "Bidder" shall also mean and refer to "Contractor," and vice-versa.

2.0 Owner will pay and Contractor shall receive, the price(s) named in the Bid Schedule (Document 00 41 05) ("Contract Price") in full compensation for Contractor completing the Work in strict accordance with the requirements of this Agreement and the Contract Documents. Contractor acknowledges and agrees to its responsibilities as set forth in this Agreement the Contract Documents, including but not limited to: (a) providing all labor, materials, equipment, tools, and services, (b) furnishing and removing all plants, temporary structures, tools and equipment, (c) doing everything otherwise required or inferable of Contractor by this Agreement and the Contract Documents, (d) all loss and damage arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the Work until its acceptance by Owner, (e) assuming all risks of every description connected with the Work, and (f) for all expenses resulting from the suspension or discontinuance of Work, except where the Contract Documents expressly stipulate the costs will be borne by Owner .

3.0 Owner hereby engages Contractor to perform the Work according to the terms of this Agreement for the prices mentioned in the Bid Schedule (Document 00 41 05), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the Contract Documents. The parties for themselves, their heirs, executors, administrators, successors, successors in interest, and assigns, do hereby agree to the full performance of the covenants herein contained.

4.0 Owner and Contractor agree that **TIME IS OF THE ESSENCE** for performance of the Work under this Agreement, and that Owner will suffer loss if the Work is not completed within the Contract Times given below, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the sums below for each day that expires after the Contract Times below. Owner and Contractor agree that the liquidated damages sums below represent a true and accurate representation of the damages described above that Owner would incur on an ongoing basis if completion of the Project is delayed.

<u>Milestone</u>	<u>Contract Times</u>	<u>Liquidated Damages Amount</u>
Attainment of Substantial Completion	390 days from Notice to Proceed (NTP)	\$2,550
Attainment of Final Completion	450 days from Notice to Proceed (NTP)	\$1,032

5.0 The Contract Documents as defined in the General Conditions (Document 00 72 00), Supplementary Conditions (Document 00 73 00), Instructions to Bidders (Document 00 21 13), and all Addenda issued by Owner with respect to the foregoing prior to the Bid Submission Deadline, are hereby incorporated into and made part of this Agreement.

The items contained in the following list comprise the Contract Documents:

1. Agreement (Document 00 52 00)
2. Addenda
3. Bidding Requirements
4. Contracting Requirements
5. General Requirements
6. Specifications
7. Drawings
8. Any other document referenced or included in the General Conditions (Document 00 72 00), Supplementary Conditions (Document 00 73 00), the Instructions to Bidders (Document 00 21 13), or other documents listed herein.

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There are no Contract Documents other than those listed in this Article 5.0.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CLARK COUNTY WATER RECLAMATION
DISTRICT:

CONTRACTOR:

By: _____
THOMAS A. MINWEGEN
GENERAL MANAGER

J.A. Tiberti Construction Company, Inc.
(Contractor)

By:  _____
(Signature)

APPROVED AS TO LEGALITY ONLY:

By:  _____
DAVID J. STOFT
General Counsel

Paul J. Maffey
(Printed Name)

President
(Title)

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CORPORATE CERTIFICATE

I, Mark C. Maffey, certify that I am the Vice President of the corporation named as Contractor in the foregoing Agreement; that Paul J. Maffey, who signed said Agreement on behalf of the Contractor was then President, of said corporation; and that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

J.A. Tiberti Construction Company, Inc.
(Contractor) (Corporate Seal)

By: Mark C. Maffey
(Signature)
Vice President
(Title)

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PARTNERSHIP CERTIFICATE

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

_____, being first duly sworn, deposes and says that he is a member of the partnership firm designated as _____ and named in the foregoing Agreement. That he has been duly vested with authority to make and sign the instruments for the partnership by

who constitute the other members of the partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of _____, 20____.

NOTARY PUBLIC

END OF DOCUMENT