

OWNER-CONTRACTOR AGREEMENT

This Owner-Contractor Agreement, between the State of Nevada, represented by the listed Owner, hereinafter referred to as "Owner", and the Contractor, hereinafter referred to as "Contractor", is entered into as of the following date:

Execution Date: _____

Project Identification

Project Name:

Project Address, City, State:

SPWB Project No:

SPWB Contract No:

Labor Commission PWP No.:

Owner

State Public Works Board

515 E. Musser Street, Suite 102

Carson City, Nevada 89701

(775) 684-4141

Contractor

Firm Name

Address

City, State, Zip Code

Phone

ARTICLE 1 CONTRACT SUM

For furnishing all labor, materials, equipment, tools and services and for doing everything required by this Agreement and the Specifications and Drawings, and for completing the work in accordance with the requirements of the Specifications and Drawings, the Owner will pay and the Contractor shall receive as full compensation therefore, in accordance with the attached Bid Proposal Form and related supporting documentation as required to determine the final contract amount, a total sum not to exceed:

Base Bid Amount: \$

Bid Alternate(s) 1 thru x: \$

Negotiated Revisions: \$

Total Contract Amount: \$

ARTICLE 2 INCORPORATED DOCUMENTS

The Owner and the Contractor mutually agree that the following documents are incorporated into and made a part of this Agreement by reference:

- 1. Invitation to Bid
- 2. Instructions to Bidders
- 3. Supplemental Instructions to Bidders
- 4. Bid Proposal Form (including all supporting documentation)
- 5. Wage Rates County Dated:
- 6. Performance and Payment Bonds
- 7. General Conditions of the Contract
- 9. Supplemental General Conditions
- 10. Drawings Dated:
- 11. Specifications Dated:
- 12. Addenda
- 13. Change Orders

ARTICLE 3 CONTRACT TIME

The Contractor shall commence the work on the Project as directed by the Owner in a written Notice to Proceed. After the referenced date of commencement, all work shall be substantially completed and accepted by the State within the number of calendar days stipulated below and as set forth in the Notice to Proceed, after which time, the stipulated liquidated damages provisions shall apply.

Calendar Days:

ARTICLE 4 LIQUIDATED DAMAGES

The Contractor agrees that time is of the essence of this Agreement and further agrees to satisfactorily complete all work on the Project in accordance with the contract documents within the specified contract time plus any adjustments to the contract time resulting from approved Change Orders, and failing to do so, agrees to pay, not as a penalty but as liquidated damages, the sum stipulated below for each calendar day in excess of the Contract Time stipulated in this Agreement. Liquidated damages shall cease to be assessed on the date of Substantial Completion provided the Contractor completes all punch-list work within the time limit stipulated in the Certificate of Substantial Completion. Liquidated damages shall resume if the Contractor does not complete all of the work within the time limit stipulated in the Certificate of Substantial Completion.

Liquidated Damages: \$

ARTICLE 5 TERMS AND CONDITIONS

The Contractor agrees to provide all labor, materials, equipment, tools, and services, and to do everything required by this Agreement and by the Contract Documents, as necessary to complete all Work required for the Project.

The term Work includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, connections, provisions for safety, and all incidental and other things necessary to produce the finished construction as described by the Contract Documents.

ARTICLE 6 SCOPE OF AGREEMENT

This Agreement constitutes the entire agreement between the parties and may be modified only by a written Change Order executed by the parties.

ARTICLE 7 CONTRACT DOCUMENTS

The contract documents form the contract. The contract documents are complementary and what is required by any one shall be as binding as if required by all.

ARTICLE 8 EXAMINATION OF CONTRACT DOCUMENTS

Execution of this Agreement by each party shall constitute the representation by each party that he has examined the contents of all contract documents, including the General Conditions of the Contract, that he has read and understands the same, and specifically agrees to be bound thereby.

ARTICLE 9 FINAL PAYMENT

When the Work and all requirements of the Contract Documents are fully and satisfactorily completed, the Owner will pay to the Contractor a final payment consisting of the remaining unpaid balance of the Contract Sum due the Contractor. The acceptance of the final payment by the Contractor shall constitute a full and final release and waiver of all Contractor claims and rights of claim against the Owner relating or pertaining to the Work.

Acceptance of the final payment by the Contractor shall terminate the Owner-Contractor Agreement after which time the applicable terms and conditions for Warranties and Insurance shall continue to apply.

ARTICLE 10 STATUTORY REQUIREMENTS

This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

ARTICLE 11 INFORMATION ACCESS

The books, records, documents, and accounting procedures and practices of the Contractor relevant to this Agreement shall be subject to inspection, examination and audit by the State of Nevada, the contracting agency, the State Attorney General, or the State Legislative Auditor.

ARTICLE 12 ASSIGNMENT

The Contractor shall neither assign, transfer, nor delegate any rights, obligations, monies or duties under this Agreement without the prior written consent of the Owner.

ARTICLE 13 USE OF DOCUMENTS

Any drawings, reports, studies, photographs, negatives, or other documents prepared by the Contractor in the performance of his obligations under this Agreement shall be the exclusive property of the Owner and all such materials shall be remitted to the Owner by the Contractor upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Agreement, without the prior written consent of the Owner.

ARTICLE 14 INDEMNIFICATION

The Contractor agrees to indemnify and save and hold the Owner, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this Agreement by the Contractor or the Contractor's agents or employees.

The Owner and the Contractor shall each indemnify the other for any losses principally caused by the indemnifying party.

ARTICLE 15 INDEPENDENT CONTRACTOR

The parties agree that the Contractor is an independent contractor and that this Contract is entered into in accordance with Nevada Revised Statutes Section 284.173, which statute in pertinent part provides that the Contractor is not a State employee, and that there shall be no:

1. Withholding of income taxes by the State,
2. Industrial insurance coverage provided by the State,
3. Participation in group insurance plans which may be available to employees of the State,
4. Participation or contribution by either the independent contractor or the State to the Public Employees Retirement System,
5. Accumulation of vacation leave or sick leave,
6. Unemployment compensation coverage provided by the State if the requirements of Nevada Revised Statutes Section 612.085 for independent contractors are met.

ARTICLE 16 FAIR EMPLOYMENT PRACTICES

In connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by the Contractor shall constitute a material breach of contract.

ARTICLE 17 INSURANCE

A certificate of insurance evidencing the required coverage (as stipulated in the General Conditions of the Contract) shall be filed with the Owner prior to the Contractor mobilizing onto the project site and prior to commencement of any work on the Project.

Owner

State Public Works Board

By: _____

Print: Gustavo Nunez, PE

Title: Manager

Date: _____

Contractor

Firm Name

By: _____

Print: _____

Title: _____

Date: _____

State Attorney General

(Approved as to Form Only)

Catherine Cortez Masto

By: _____

Title: Deputy Attorney General

Date: _____

SPWB Project Manager

(Signed as to Review Only)

By: _____

Date: _____

Authorization

SPWB Project No.:

Fund Code No:

Assigned Amount: \$

Deputy Manager, Professional Services

(Signed as to Review Only)

By: _____

Date: _____

Distribution

Original, SPWB

SPWB Project Manager

Contractor

Using Agency

Architect/Engineer

SPWB Inspector

SPWB Accounting

(Account Codes & Funds Availability Verified)

By: _____

Date: _____

GL No.: _____