

OWNER-CONTRACTOR AGREEMENT

This Owner-Contractor Agreement, between the Carson City School District, a Nevada public school district, represented by the listed Project Manager, hereinafter referred to as "Owner", and the Contractor, hereinafter referred to as "Contractor", is entered into as follows:

Execution Date:

Project Identification

Project Name: **CARSON HIGH SCHOOL PAINT EXTERIOR OF BUILDING PROJECT**
Project Location: Carson High School
1111 North Saliman Road, Carson City, NV 89701
CCSD Project No.: 51-23-01
Labor Commission PWP No.: CC-2023-212

Owner and Project Manager

Carson City School District
1402 W. King Street
Carson City, Nevada 89703
(775) 283-2000

Director of Operations: Steven West
Contact Number: (775) 283-2181 (Office)
Fax: (775) 283-2191
Email: swest@carson.k12.nv.us

Contractor and Project Contact

Firm Name
Contact Name, Title
Address
City, State, Zip Code
(775) Phone Number (Office)
(775) Phone Number (Cell)
(775) Fax Number
Email Address

Consultant

Berger Hannafin Architecture, LLP
Darrin Berger, Principal Partner
312 West 3rd Street
Carson City, NV 89703
(775) 882-6455 (Office)
(775) 297-1312 (Cell)
(775) 882-1444 (Fax)
darrin@bharchitects.biz

ARTICLE 1: CONTRACT SUM

For furnishing all work, labor, materials, equipment, tools and services and for doing everything required by this Agreement and the Contract Documents, and for completing the Project in accordance with the requirements of the Contract Documents, the Owner will pay and the Contractor shall receive as full compensation therefore, a total sum not to exceed:

| | |
|------------------------------|---------------|
| Base Bid Amount | \$ |
| Bid Alternate 1 | \$ |
| <u>Negotiated Revisions</u> | <u>\$ ()</u> |
| Total Contract Amount | \$ |

ARTICLE 2: INCORPORATED DOCUMENTS

The Owner and the Contractor mutually agree that the following documents (“Contract Documents”) are incorporated into and made a part of this Agreement by reference:

1. *Invitation to Bid*
2. *Instructions to Bidders*
3. *Bid Proposal Form (including all supporting documentation)*
4. *Prevailing Wage Rates for Northern Nevada Rural Counties, Effective October 1, 2022*
5. *Performance Bond*
6. *General Conditions of the Contract Effective December 9, 2022*
7. *Drawings Issued, dated: 5/17/2023*
8. *Addenda: Addendum No. 1, dated:
Addendum No. 2, dated:*
9. *Certificate of Insurance Liability & Workers Comp*
10. *Communications Systems Construction Standards, Technology Department, CCSD Dated: February 16, 2023*
11. *CCSD Contractor Policy and Procedures Dated: December 7, 2022*
12. *Carson City School District Standard Specifications to be used*
13. *Other Documents (list):*

In the event of any conflict among the Contract Documents and this Agreement, this Agreement shall prevail over the other documents.

ARTICLE 3: CONTRACT TIME

The Contractor shall commence the Work on the Project as directed by the Owner in a written Notice to Proceed. All work shall be substantially completed, as evidenced by a Certificate of Occupancy, Temporary Certificate of Occupancy, Notice of Substantial Completion, or a Certificate of Substantial Completion, executed by Owner’s Architect or design consultant, within the number of calendar days stipulated below, after which time, the stipulated liquidated damages provisions shall apply.

CONTRACT SCHEDULE

Carson High School (CHS) Paint Exterior of Building Project shall begin on July 10, 2023, with the issuance of the Notice to Proceed. CHS shall resume school on August 14, 2023, all entrances are to remain open and available as feasible. The contractor is to maintain the main ingress/egresses to the school throughout the project. If an exit temporarily is to be closed, it will be the awarded contractor's responsibility to coordinate with CHS Administration and demarcate accordingly. The Carson High School Paint Exterior of Building Project is to be completed on or before September 22, 2023.

ARTICLE 4: LIQUIDATED DAMAGES

The Contractor agrees that time is of the essence of this Agreement, and Contractor 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 which, Contractor 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: \$ 500.00

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 in a good and workmanlike manner, and in accordance with industry standards.

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.

Only low VOC products shall be used on site, and no material containing asbestos or lead shall be used in the design or construction of this Project.

ARTICLE 6: SCOPE OF AGREEMENT

This Agreement constitutes the entire agreement between the parties and may be modified only by a written Amendment executed by both parties. The Contract Documents form the Agreement between the Owner and the Contractor. The Contract Documents are complementary and what is required by any one shall be as binding as if required by all.

ARTICLE 7: CONTRACT DOCUMENTS

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ARTICLE 8: EXAMINATION OF CONTRACT DOCUMENTS

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

ARTICLE 9: PAYMENT

The Contractor shall submit a Progress Payment Application not more than once each month in the form required by the Owner. Each Progress Payment Application shall be accompanied by a current Project Schedule, updated to reflect all Change Orders and/or changes in the Work.

Each Progress Payment Application shall correctly set forth the value of all Work satisfactorily performed to date, less five percent (5%) of that amount as a retained percentage. The Owner may also pay the invoiced value, less retention, of materials properly stored on site or in approved, bonded, and insured facilities. Once the satisfactorily completed Work is more than fifty percent (50%) complete, the Owner may discontinue withholding any additional retention beyond the five percent (5%) already withheld on the initial fifty percent (50%) of the Project.

ARTICLE 10: FINAL PAYMENT

When the Work and all requirements of the Contract Documents are fully and satisfactorily completed, and a Certificate of Occupancy has been issued by the local governmental authority, 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's obligation under this Agreement, after which time the applicable terms and conditions for Warranties and Insurance shall continue to apply.

ARTICLE 11: STATUTORY REQUIREMENTS

The Contractor agrees to all terms and conditions of the Nevada Revised Statutes (NRS) as they apply to this Agreement and to the Work performed under this Agreement and agrees to comply with all such applicable portions of the NRS. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

ARTICLE 12: 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 Owner, its agents, auditors, and representatives.

ARTICLE 13: 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 14: USE OF DOCUMENTS

Any drawings, reports, studies, photographs, negatives, or other documents prepared by the Contractor in the performance of its 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 Agreement. 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 15: INDEMNIFICATION

Indemnification provisions are set forth in Section 3.15 of the Owner's General Conditions of the Contract.

ARTICLE 16: INDEPENDENT CONTRACTOR

The parties agree that the Contractor is an independent contractor and not an employee, agent, or joint venturer of Owner. Accordingly, there shall be **NO**:

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

Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work. Contractor as an independent contractor and not as the agent of Owner, is responsible for maintaining complete control over its employees and all of its suppliers and Subcontractors. Nothing contained in this Contract or any Subcontract awarded by Contractor shall create any contractual relationship between any such supplier or Subcontractor and Owner. However, each subcontract and supplier agreement entered into by Contractor, relative to the Contract, shall bind such Subcontractor or supplier to the same terms and conditions as appear in the Contract. Contractor shall perform all Work in accordance with its own methods subject to strict compliance with this Contract.

ARTICLE 17: FAIR EMPLOYMENT PRACTICES

As outlined in NRS 613.330, 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, sexual orientation, gender identity or expression, or age, including, without limitation, with regard 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, without limitation, apprenticeship.

The Contractor further agrees to insert this provision, as outlined in NRS 613.330, 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 18 – DISPUTE RESOLUTION

Dispute Resolution provisions are as set forth in Section 3.9 of the General Conditions of the Contract.

ARTICLE 19 – TERMINATION

Termination provisions for both the Owner and Contractor are as set forth in Sections 3.10 and 3.11 of the General Conditions of the Contract.

ARTICLE 20: INSURANCE

A certificate of insurance evidencing the required coverage (as stipulated in Section 8 of 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.

DRAFT

SIGNATURE PAGE FOLLOWS

WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner

Carson City School District

By: _____

Print: Andrew J. Feuling

Title: Superintendent

Date: _____

Carson City School District

By: _____

Print: Steven West

Title: Director of Operations

Date: _____

CCSD Project Manager: Mark M. Johnson

(Signed as to Review Only)

By: _____

Date: _____

Contractor

Firm Name

By: _____

Print: _____

Title: _____

Date: _____

(R Russell, 6/18/2020)

4844-6491-1168, v. 2

Distribution

Original - CCSD

cc: CCSD Project Manager
Darrin Berger, Architect