WASHOE COUNTY SCHOOL DISTRICT
OWNER-CMAR CONSTRUCTION CONTRACT

This Owner-CMAR Construction Contract is entered into as of _____ between the Washoe County School District, hereinafter referred to as "Owner", and the Construction Manager at Risk, _____, hereinafter referred to as "CMAR".

Project Identification

Project Name: _____

Project Address: _____

CMAR #: xx-xx-C-xx-xx

OWNER

Washoe County School District
Capital Projects & Purchasing Departments
The Brown Center
14101 Old Virginia Road
Reno, Nevada 89521
Phone: (775) 850-8025
Email: solicitations@washoeschools.net

CMAR

Firm Name
Contact Person
Address
City, State, Zip Code
Phone:
Email:

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ARTICLE 1 – GUARANTEED MAXIMUM PRICE (GMP)

For furnishing all labor, materials, equipment, tools, and services, and for doing everything required by this Contract and the other Contract Documents, the Owner will pay, and the CMAR shall accept a total sum for the approved Guaranteed Maximum Price (GMP) for the entire Work on the referenced Project as follows:

General Conditions	$ _____
Work/Construction	$ _____
CMAR Allowance #____	$ _____
CMAR Contingency Fee of 2.5%	$ _____
CMAR Construction Services Fee of ____%	$ _____
TOTAL GMP #1 CONTRACT AMOUNT	$ _____

This GMP is for the performance of the Work in accordance with the Contract and the Contract Documents listed and attached hereto and marked as Exhibits _____.

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SAVINGS

The Owner and CMAR mutually agree that any savings or unused funds from general conditions, CMAR contingency, allowances, or other project funding held by CMAR shall be returned to the owner.

ARTICLE 2 – INCORPORATED DOCUMENTS

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

1. Owner's Request for Proposal (RFP) Solicitation Document *(including all Exhibits)*
2. CMAR Response Submittal to RFP #_____
3. CMAR Fee Proposal
4. Owner-CMAR General Conditions of the Contract for CMAR
5. Owner's Addenda
   - Addendum 1
   - _____ ____
   - _____ ____
6. Owner's Drawings
7. Owner's Specifications
8. Wage Rates, including Amendments __ and __ for Washoe County *(Dated: _____ through _____)*
9. Performance and Payment Bonds
10. Labor and Materials Bonds *(if applicable)*
11. Certificate of Insurance Liability
12. Change Orders *(if applicable)*

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ARTICLE 3 – CONTRACT MODIFICATIONS & CMAR STAFF SUBSTITUTIONS

This Contract, including Contract Documents, constitutes the entire contract/agreement between the parties and may be modified only by a written Amendment executed by both parties. The Contract Documents are complementary and what is required by anyone shall be as binding as if required by all. CMAR firm shall not substitute a different employee for an employee whose resume was submitted during the proposal phase of the Request for Proposal solicitation unless the employee whose resume was submitted is no longer employed by the CMAR or is unavailable for medical reasons; or if the Owner entered into a contract with the CMAR for pre-construction services pursuant to NRS 338.1693 more than ninety (90) days after the date on which the final ranking of application made pursuant to NRS 338.1696(7).

ARTICLE 4 – CMAR CONSTRUCTION SERVICES (WORK)

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. In consideration of the mutual covenants and conditions provided herein, the Owner does hereby employ the CMAR to perform Construction Services. Per NRS 338.1698, the Owner requires that the CMAR to whom this contract is awarded assumes overall responsibility for ensuring that the Construction of this Project is completed in a satisfactory manner. The CMAR agrees to provide all labor materials, equipment, tools, and services necessary, and to do everything required by this Contract and by the Contract Documents, as necessary to complete all Work required for the Project.

ARTICLE 5 – STATUTORY REQUIREMENTS & GOVERNING LAW

The CMAR agrees to all terms and conditions of the Nevada Revised Statutes (NRS) as it applies to this Contract and to the Work performed under this Contract and agrees to comply with all such applicable portions of NRS. This Contract shall be construed and interpreted according to the laws of the State of Nevada. Any action brought by either party arising out of or related to this Contract shall be brought in a court located in Washoe County, Nevada, and not elsewhere.

ARTICLE 6 – EXAMINATION OF DOCUMENTS

Execution of this Contract by each party shall constitute that representation of each party has fully examined the contents of all Contract Documents, including the Owner-CMAR General Conditions of the CMAR, and that both parties have read and understand the same, and specifically agrees to be bound thereby.

ARTICLE 7 – DISPUTE RESOLUTION

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

ARTICLE 8 – INDEMNIFICATION

Dispute Resolution provisions are set forth in Section 3.15 of the Owner-CMAR General Conditions of the Contract for CMAR.

ARTICLE 9– ASSIGNMENT RIGHTS

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

ARTICLE 10 – OWNERSHIP AND USE OF DOCUMENTS

Any drawings, reports, studies, photographs, negatives, or other documents prepared by the CMAR in the performance of his obligations under this Contract shall be the exclusive property of the Owner and all such materials shall be remitted to the Owner by the CMAR upon completion, termination, or cancellation of this Contract. The CMAR shall not use, willingly allow, or cause to

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have such materials used for any purpose other than the performance of the CMAR's obligations under this Contract, without the prior written consent of the Owner.

ARTICLE 11 – INDEPENDENT CONTRACTOR

The parties agree that the CMAR is an independent contractor and that this Contract is entered into in accordance with NRS Section 284.173, which in pertinent part provides that the CMAR is not a WCSD employee, and that the CMAR will not be entitled to any WCSD insurance or benefits.

ARTICLE 12 – FAIR EMPLOYMENT PRACTICES

As outlined in NRS 613.330, in connection with the performance of Work under this Contract, the CMAR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age. Such Contract 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 CMAR further agrees to insert provisions 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 CMAR shall constitute a material breach of this Contract.

ARTICLE 13 – INSURANCE & BONDING PROVISIONS

Insurance and Bonding provisions are as set forth in Section 7 of the Owner-CMAR General Conditions of the Contract. CMAR shall provide said documentation to the Owner prior to mobilizing onto the Project site and prior to the commencement of any Work on the Project.

ARTICLE 14 – FINAL PAYMENT

When the Work and all requirements of the Contract are fully and satisfactorily completed, the Owner will pay the CMAR a final payment consisting of the remaining unpaid balance of the contract sum due the CMAR. The acceptance of the final payment by the CMAR shall constitute a full and final release and waiver of all CMAR claims and rights of claim against the Owner relating to or pertaining to the Work. Acceptance of the final payment by the CMAR shall terminate the Owner-CMAR Construction Contract after which time the applicable terms and conditions for warranties and insurance shall continue to apply.

ARTICLE 15 – TERMINATION

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

ARTICLE 16 – CONTRACT TIME & LIQUIDATED DAMAGES

The CMAR agrees that time is of the essence of this Contract and agrees to multiple contract timeframes and liquidated damages for each phase, area, and individual substantial completions in addition to the overall substantial completion.

The CMAR shall commence the Work on the Project as directed by the Owner in a written Notice to Proceed and CMAR has acquired the required permit(s). After the referenced date of commencement, all Work shall be substantially completed and accepted by the Owner within the number of calendar days stipulated below, after which time, any stipulated liquidated damages provisions shall apply.

CALENDAR DAYS: _____

The CMAR agrees that time is of the essence of this Contract and further agrees to satisfactorily complete the Work 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

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calendar day in excess of the Contract Time stipulated in this Contract. Liquidated damages shall cease to be assessed on the date of Substantial Completion provided the CMAR completes all punch-list Work within the time limit stipulated in the Certificate of Substantial Completion. Liquidated Damages shall resume if the CMAR does not complete all punch-list Work within the time limit stipulated in the Certificate of Substantial Completion.

LIQUIDATED DAMAGES: $ _____ per _____

IN WITNESS WHEREOF, the Owner and the CMAR have caused this Contract to be signed and intend to be legally bound thereby.

OWNER **Washoe County School District**	**CONSTRUCTION MANAGER AT RISK** **[Firm Name]**
Signature:	**Signature:**
Print Name:	**Print Name:**
Title:	**Title:**
Date:	**Date:**

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