



**STATE OF NEBRASKA
ADMINISTRATIVE SERVICES
STATE BUILDING DIVISION**
(for Projects over \$50,000)

**Standard Form of Agreement between Owner and Contractor
where the basis of payment is a STIPULATED SUM**

THE PROJECT IS:

Location:

Between **THE OWNER:**

State of Nebraska
AS/State Building Division
521 South 14th Street, Suite 500
Lincoln, NE. 68508-2707

The Owner's representative is:

Name:
Address:
Phone:

And **THE CONTRACTOR:**

Name:
Address:
City, State, Zip:
Phone:

The Contractors representative:

Name:
Address:
City, State, Zip:
Phone:

Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

The **Consultant**

Address:
City, State
The Consultant's representative is:
Name:
Phone:

Firm

The Consultant was selected according to state law.

The State, its officers, and employees shall be held harmless from claims arising from the actions or omissions of the Contractor, its sub-contractors, agents, or employees. The Contractor agrees to indemnify the State for any such claims.

ARTICLE 1 - SCOPE OF WORK

The Contractor shall furnish all materials and fully execute the Work described in the Contract Documents of Article 5. The Contractor shall, in a professional and diligent manner, do everything required in the Contract Documents.

ARTICLE 2 - TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 2.1 The Work to be performed by the Contractor under this Agreement shall officially commence with the date of this Agreement provided in the "Execution of Contract" section at the end of this contract. The Contract Time shall be measured from this date of commencement.
- 2.2 **Substantial Completion** of the entire Work by the Contractor shall be made not later than **calendar days** from the date of commencement, subject to approved changes in the Contract Time as provided in the Contract Documents.

ARTICLE 3 - CONTRACT SUM

- 3.1 The Owner shall pay the Contractor for the performance of the Work, subject to approved additions and deductions as provided in the Contract Documents, the Contract Sum of:
Dollars (\$)
- 3.2 The Contract Sum is based upon the following alternates which are described in the Contract Documents and are hereby accepted by the Owner: **NONE**.
- 3.3 Unit prices are as follows: **NONE**.

ARTICLE 4 - PROGRESS AND FINAL PAYMENTS

- 4.1 All issues regarding payments shall be as described by page(s) of the "General Conditions" in the Project Manual.
- 4.2 In Accordance with the Nebraska Prompt Payment Act, all payments due and unpaid under the Contract 45 days after the due date shall bear interest from the 31st day following the date payments were due.

ARTICLE 5 - THE CONTRACT DOCUMENTS

- 5.1 Besides this Agreement, the Contract Documents consist of the General Conditions, Supplementary Conditions, and other specified Conditions, the Drawings, Specifications, and Addenda issued prior to execution of this Agreement, other documents specified in this Agreement, and Change Orders or other Modifications issued after execution of this Agreement. These documents form the Contract, which represents the entire agreement between the Owner and Contractor, and supersedes any prior written or oral negotiations, representations or agreements. In the event of a conflict between the terms of the documents, this Agreement shall govern, followed by the General Conditions, the Supplementary Conditions, the Specifications, the Drawings, Change Orders, and then any other Addenda. The Contract Documents, except for Change Orders or other Modifications issued after execution of this Agreement, are enumerated as follows:
- 5.2 The Agreement is this executed AS/State Building Division Standard Form of Agreement between Owner and Contractor.
- 5.3 The General Conditions are contained in the Project Manual, dated

5.4 The Supplementary and other Conditions of the Contract are those contained in the Project Manual, dated _____ and are as follows:

Document	Title	Pages
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5.5 The Specifications are those contained in the Project Manual dated as in Paragraph 5.3, and are as follows:

Section	Title	Pages
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5.6 The Drawings are as follows:

Number	Title	Date
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5.7 The Addenda are as follows:

Number	Date	Pages
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5.8 Other documents forming part of the Contract Documents are as follows:
 BID PROPOSAL, PERFORMANCE AND PAYMENT BONDS, ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS.

ARTICLE 6 - MISCELLANEOUS PROVISIONS

6.1 Compliance with Civil Rights Laws and Equal Opportunity Employment. The Contractor affirms that it complies with, and will continue to comply with, the Nebraska Fair Employment Practice Act and Title VI of the Civil Rights Act of 1964, as amended. The Contractor affirms that no person (including employees or applicants for employment) shall, on the grounds of age, religion, sex, disability, race or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this contract or any other project, program or activity supported by this contract. The Contractor agrees that in performance of this contract neither he nor his subcontractors will discriminate against any of their employees or applicants for employment concerning the employees' or applicants' hire, tenure, terms, conditions or privileges of employment based on the employees' or applicants' race, color, religion, sex, marital status, age, disability, or national origin.

6.2 The Contractor agrees to comply with all applicable provisions of The Federal Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 as amended, Section 5043 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the Nebraska Fair Employment Act, as amended, which are hereby incorporated by reference. The Contractor agrees to comply with any amendments to these laws effective during the term of the Agreement. The Contractor further agrees to include similar provisions in all subcontracts for services allowed in connection with this contract.

6.3 Drug Free Workplace Policy. The Contractor certifies that as a condition of the Agreement, neither the Contractor nor the employees of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The Department of Administrative Services reserves the right to request a copy of the Contractor's Drug Free Workplace policy. The Contractor further agrees to insert a provision similar to this statement in all sub-contracts for services required under this Agreement.

- 6.4** This Agreement shall be governed by the laws of the State of Nebraska. The Contractor agrees to comply with all applicable Federal, State, and local rules, regulations, and laws.
- 6.5** Contract Agreement Solicitation Statement. As per requirements of Sections 81-1716 through 81-1719, Revised Statutes of Nebraska, 1943, the Contractor warrants that he or she has not employed or retained any company or person, other than bonafide employees working for him or her, to solicit or secure this Agreement and that he or she has not paid, or agreed to pay, any person, company, corporation, individual, or firm, other than a bonafide employee working solely for him or her, and fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award for the making of this Agreement.
- 6.6** Work Eligibility Status of Employees. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

ARTICLE 7 - TERMINATION OR SUSPENSION

- 7.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause, or for insufficient appropriation or allocation of funds.
- 7.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, or for insufficient appropriation or allocation of funds, the Contractor shall:
- .1 cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or as the Owner may direct, for the protection and preservation of the Work; and
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- 7.3** In case of such termination for the Owner's convenience, or for insufficient appropriation or allocation of funds, the Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred as a direct result of such termination. HOWEVER, IN NO CASE shall the Contractor receive payment for any Work not executed, and the Contractor shall NOT receive payment for overhead and profit on the Work not executed.
- 7.4** Termination of the Contract for Breach of Contract shall be as described by page(s) _____ of the "General Conditions" in the Project Manual.

7.5 Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT:

Bidder hereby attests that bidder is a Nebraska contractor. "Nebraska contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

EXECUTION OF CONTRACT

This Agreement is entered into as of the date shown below and executed in three (3) originals for the Owner, the Contractor, and the Consultant.

OWNER

CONTRACTOR

Funding Administrator

(Signature)

(Printed name)

(Title)

Dated: _____

Dated: _____

