

## **PURCHASE ORDER TERMS AND CONDITIONS FOR CONSTRUCTION (For Use With Projects Valued Under \$25,000)**

These Purchase Order Terms and Conditions for Construction apply to the Purchase Order (“PO”) issued by the Board of Regents of the Nevada System of Higher Education (“Owner” or “NSHE”) on behalf of the institution identified in the PO (“Institution”) to the “Contractor” identified on the PO. Owner and Contractor are each hereinafter a “Party” and collectively, the “Parties.”

### **1 | CONTRACT FORMATION**

The PO to which these Terms and Conditions applies forms a contract between Owner and Contractor (the “Agreement”) with respect to the construction project (the “Project”) identified on the PO. The PO may be construed as an offer or an acceptance of an offer. If construed as an Offer, the offer is expressly limited to these Terms and Conditions and any additional or different terms in the Contractor’s acceptance are expressly rejected. If construed as an acceptance of Contractor’s signed bid/quotation relating to the Project, Owner rejects any terms of Contractor’s offer at variance with or supplemental to these Terms and Conditions, and Owner expressly conditions its acceptance on Contractor agreeing to these Terms and Conditions. Contractor shall be deemed to accept these Terms and Conditions if Contractor commences Work on the Project. Any purported rejection contained in Contractor’s standard invoice or similar transaction document is not effective.

### **2 | CONTRACT AMOUNT**

For furnishing all labor, materials, equipment, tools and services and for doing everything required by the Agreement, Owner will pay and Contractor shall accept as full compensation a total sum not to exceed the amount listed on the PO.

### **3 | INCORPORATED DOCUMENTS**

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

1. Contractor’s bid/quote/proposal (excluding any terms and conditions contained therein) identified on the PO;
2. Insurance verification provided by Contractor;
3. Nevada System of Higher Education Code, Title 2, Chapter 12, Section 4(C).

Commencement of the Work shall constitute the representation by each Party that it has examined the contents of the Contract Documents, has read and understands the same, and specifically agrees to be bound thereby. The Contract Documents are complementary and what is required by any one shall be as binding as if required by all. However, in the event of any conflict between the terms and conditions contained in this Agreement and the documents incorporated above, the terms and conditions of this Agreement shall prevail.

### **4 | CONTRACT TIME**

- 4.1 Contractor agrees to provide all labor and materials to complete the Project as drawn and specified by the date identified on the PO as the “Due Date.”
- 4.2 The “Contract Time” is the period of time, in Calendar Days, allotted in the Contract Documents for the completion of the Work. A “Calendar Day” is any day of the year including weekends and holidays. A “Normal Working Day” is any day, except weekends, State holidays, and any blackout dates explicitly mentioned in the Invitation to Bid, during which Contractor can work for at least four (4) hours. If Contractor desires to work on any weekend day or recognized State holiday, it shall obtain NSHE’s written approval at least five (5) Calendar Days in advance of the scheduled work day.
- 4.3 The date of commencement of the Work is the date NSHE issues the Notice to Proceed (or the Purchase Order if no separate Notice to Proceed is issued). Contractor shall carry the Work forward expeditiously with adequate forces and shall complete the Work within the Contract Time.
- 4.4 Contractor and NSHE agree that the time established in the Contract Documents is an acceptable time for completion of the Work considering the average climatic range and the usual industrial and labor conditions prevailing in the locality of the Work. Contractor’s bid shall be based on the Contract Time specified in the Contract Documents and shall not be based on an early completion schedule. No additional compensation will be allowed to Contractor for delays to an early completion schedule.
- 4.5 **CONTRACT TIME EXTENSIONS** | All claims for extensions of time shall be made in writing in accordance with the process for Change Orders described in Section 25.3; otherwise, they will be disallowed. If Contractor is delayed at any time in the progress of the Work by any act or neglect of NSHE or Architect, or by any employee of either, or by any separate contractor employed by NSHE, or by changes ordered in the Work, or labor disputes, fire, unusual weather conditions, unusual delay in transportation, or by unavoidable casualties, the Contract Time may be extended by Change Order for such reasonable time as NSHE may determine.
- 4.6 It is further expressly understood and agreed that Contractor shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay resulting from any cause regardless of whether the delay is foreseeable or

not, except that NSHE agrees to compensate Contractor for any damages resulting from any affirmative, willful act in bad faith performed by NSHE or its employees which unreasonably interfered with Contractor's ability to perform the Work.

- 4.7 An extension in Contract Time for a delay will be allowed only in the case that a Normal Working Day is lost. Delays will not be allowed for lost partial days or non-working days (e.g., weekends and holidays).
- 4.8 Claims by Contractor for delays will not be allowed on account of failure to furnish interpretations, until fourteen (14) Calendar Days after a Request for Information is submitted by Contractor, and then not unless such claim is reasonable.
- 4.9 Except as provided in NRS 338.485(2)(c), extensions of Contract Time shall not be allowed for the following types of delays:
  - 4.9.1 Delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of Contractor;
  - 4.9.2 Delays in the execution of parts of the Work, which may in themselves be unavoidable, but do not prevent or delay prosecution of other parts of the Work, nor the completion of the whole Work within the time specified;
  - 4.9.3 Delays arising from interruptions occurring in the prosecution of the Work on account of reasonable interference of other contractors employed by NSHE, which do not prevent the completion of the whole Work within the Contract Time.
  - 4.9.4 Delays resulting from correction of Work rejected as defective or as failing to conform to the Contract Documents.

## **5 | AGREEMENT MODIFICATIONS**

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

## **6 | WORK**

- 6.1 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.
- 6.2 Contractor agrees to provide all labor, materials, equipment, tools and services necessary, and to do everything required by this Agreement and by the Contract Documents, as necessary to complete all Work required for the Project.

## **7 | GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Venue for any dispute or litigation arising out of or in connection with this Agreement shall be in the District Court in and for the county in which the Project is located.

## **8 | WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the Party for whom it was intended, or if delivered at or sent by registered or certified mail to the last known business address for such Party. Minutes of construction progress meetings, Contractor's daily reports and/or Requests for Information do not constitute written notice.

## **9 | INFORMATION ACCESS**

The books, records, documents and accounting procedures and practices of Contractor relevant to this Agreement shall be subject to inspection, examination and audit by NSHE, including legal counsel, during the course of this Project and for four (4) years after its completion.

## **10 | ASSIGNMENT**

Contractor binds itself and each of its partners, successors, assigns and legal representatives to Owner and to Owner's partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents. Contractor shall neither assign, transfer nor delegate any rights, obligations, monies or duties under this Agreement without the prior written consent of Owner.

## **11 | SEVERABILITY**

If any provision or any portion of any provision of this Agreement shall be held invalid, illegal, or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

## **12 | USE OF DOCUMENTS**

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

prior written consent of NSHE.

### **13 | INDEMNIFICATION**

- 13.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless NSHE, Architect, and their respective officials, officers, employees and agents (each an "Indemnified Party") from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees, arising out of, resulting from or relating to performance of the Work; the negligent acts or omissions of Contractor, any Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable (each a "Responsible Party"); and/or failure of Contractor to conform to any applicable statutes, ordinances, regulations, laws, or court decrees; regardless of whether such claim, action, damage, loss, injury, liability, cost or expense is caused in part by the Indemnified Party.
- 13.2 In any and all claims against an Indemnified Party by any employee of a Responsible Party, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Responsible Party under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.
- 13.3 Contractor's indemnification obligations shall not extend to the liability of Architect, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or the giving of or the failure to give directions or instructions by Architect, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.
- 13.4 Contractor's indemnification obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist. This indemnification obligation shall not be diminished or limited in any way to the total limits of insurance required in this Agreement or otherwise available to the Responsible Party.

### **14 | LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary contained in this Agreement, and to the maximum extent permitted by law, in no event will Owner be responsible or liable to Contractor for any indirect damages, special damages, exemplary damages, consequential damages, liquidated damages, incidental damages, punitive damages, lost goodwill, lost profits, lost revenues, lost business expectancy, business interruption losses, and/or benefit of the bargain damages of any kind whatsoever, regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), or a breach of any covenant (express or implied) of this Agreement, and regardless of whether Owner was advised or had reason to know of the possibility of incurring such damages in advance.

### **15 | INDEPENDENT CONTRACTOR**

The Parties agree that Contractor is an independent contractor and that this Agreement is entered into in accordance with Nevada Revised Statutes Section 333.700, which statute in pertinent part provides that Contractor is not a State employee, income taxes will not be withheld by the State, and that Contractor will not be entitled to any State insurance or benefits.

### **16 | FAIR EMPLOYMENT PRACTICES**

In connection with the performance of Work, 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. 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. Contractor further agrees to insert this provision in all subcontracts relating to this Project, except subcontracts for standard commercial supplies or raw materials. Any violation of this provision by Contractor shall constitute a material breach of contract. Further, Contractor agrees to abide by all provisions of Nevada Revised Statutes Section 338.130 related to preferential employment of persons employed in the construction of public works. A failure or refusal by Contractor to comply with NRS 338.130 shall render this Agreement void.

### **17 | LEGAL COMPLIANCE**

Contractor agrees to and shall comply with the requirements of all applicable federal, state and local laws, including, without limitation, any applicable licensing and registration requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Project. Without limiting the foregoing, Contractor expressly agrees to and shall comply with all applicable provisions of NRS Chapters 338 and 341. Contractor agrees to insert this provision in contracts it may have with any Subcontractor or other person who provides labor, equipment, materials, supplies or services for the Project. The Parties further agree that any provision and clause required by applicable law to be inserted in this Agreement shall be deemed to be inserted herein. If through mistake or otherwise, any such provision or clause is not inserted, or is not correctly inserted, then the Agreement shall be automatically deemed amended hereby to make such insertion or correction, and the Agreement shall be read and enforced as though such provision were correctly included.

### **18 | INSURANCE PROVISIONS**

- 18.1 Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at Contractor's sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this

Section. If Contractor fails to comply with this Section, Contractor shall be considered in default of the Agreement. The required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force until the latter of: (1) final acceptance by NSHE of the completion of the Agreement, or (2) such time as the insurance is no longer required by NSHE under the terms of this Agreement. Prior to mobilizing onto the project site and prior to commencement of any work on the Project, Contractor shall furnish NSHE with Certificates of Insurance. The Certificate Holder shall be identified as “Board of Regents of the Nevada System of Higher Education,” and the certificate of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. The project name or description shall be noted on the certificate of insurance. NSHE reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. Contractor shall provide NSHE with thirty (30) Calendar Days’ written notice prior to cancellation of any required insurance. Contractor further shall provide NSHE with renewal or replacement evidence of insurance no less than ten (10) Calendar Days before the expiration or replacement of any required insurance.

18.2 The insurance provided by Contractor and the Subcontractors pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by NSHE shall be excess of and not contributing with the insurance provided by or on behalf of Contractor. Coverage maintained by Contractor or the Subcontractors shall apply on a first dollar basis without application of a deductible or self-insured retention.

18.3 Neither approval by NSHE nor failure to disapprove the insurance furnished by Contractor or the Subcontractors shall relieve Contractor of Contractor’s full responsibility to provide the insurance and bonds required by this Agreement. Further, compliance with the insurance and bond requirements of this Agreement shall not limit the liability of Contractor or the Subcontractors, employees or agents to NSHE or others, and shall be in addition to and not in lieu of any other remedy available to NSHE under this Agreement or otherwise.

18.4 **INSURERS’ RATING** | Insurers providing the insurance or sureties providing the bonds (each a “Surety”) required by this Agreement must be: (1) authorized to conduct business and issue policies by the Department of Insurance of the State of Nevada, or (2) with respect only to the Workers’ Compensation coverage, authorized as a self-insurer under NRS 616.291. In addition, insurers or sureties shall have and maintain throughout the period for which coverage is required, a Best’s Rating of not less than “A-” according to A.M. Best Company. If at any time during the period when insurance is required by the Agreement, an insurer or Surety shall fail to comply with the foregoing minimum requirements, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify NSHE and immediately replace such insurance or bond with an insurer meeting the requirements.

18.5 **SUBCONTRACTORS** | Contractor’s insurance certificate(s) must include all Subcontractors as additional insured under its policies or Subcontractors shall be required by Contractor to maintain separate insurance policies as reasonably determined by Contractor (provided that Subcontractor’s limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate). The “Board of Regents of the Nevada System of Higher Education” shall be named as additional insured on all Subcontractor’s liability policies under this Section. All Subcontractor policies shall contain a waiver of subrogation against NSHE.

18.6 **WORKERS COMPENSATION INSURANCE**

18.6.1 Nevada Law requires that Contractor shall provide worker’s compensation insurance as stated in NRS 616B.627 or proof that compliance with the provisions of NRS Chapter 616A-D and all other related chapters is not required. Notwithstanding anything to the contrary contained in this Section, Contractor shall also require the same levels of worker’s compensation insurance when the work is to be performed by a Subcontractor. Policies required under this Section shall contain a waiver of subrogation against NSHE.

18.6.2 **Minimum Limits:**

Workers’ Compensation Employer’s Liability	Statutory Limits for Nevada
Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

18.7 **COMMERCIAL GENERAL LIABILITY**

18.7.1 Contractor’s insurance shall cover Contractor for those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form as filed for use in the State of Nevada, including but not limited to bodily injury, property damage, fire damage, medical payments, broad form contractual liability, products completed operations, and XCU (Explosion, Collapse and Underground Coverage) using the latest broad form by the Insurance Services Office, without the attachment of restrictive endorsements. The minimum limits to be maintained by Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of ISO endorsement - Amendment of Limits of Insurance

(Designated Project or Premises) - to a Commercial General Liability Policy with the minimum amounts stated below.

18.7.2 Contractor's policy shall be endorsed to include the following language: "The Board of Regents of Nevada System of Higher Education shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor/subcontractor, including completed operations." The policy shall contain a waiver of subrogation against NSHE. Contractor shall continue to maintain Products/Completed Operations coverage for a period of ten (10) years after the Agreement completion date.

18.7.3	Minimum Limits:	
	General Aggregate	\$2,000,000
	Products-Completed Operations	\$1,000,000
	Personal and Advertising Injury	\$1,000,000
	Fire Damage	\$100,000
	Medical Payments	\$5,000
	Each Occurrence	\$1,000,000

## 18.8 BUSINESS AUTO

18.8.1 Contractor's insurance shall cover Contractor for those sources of liability which would be covered by the latest occurrence form edition of the standard Business Auto Policy, including coverage for liability contractually assumed, as filed for use in the State of Nevada by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall be provided for owned, non-owned and hired autos used in connection with this Agreement. Contractor's policy shall be endorsed to include the following language: "The Board of Regents of Nevada System of Higher Education shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including autos owned, leased, hired, or borrowed by Contractor."

18.8.2	Minimum Limits:	
	Combined Single Limit (CSL)	\$1,000,000

## 18.9 CONTRACTOR'S POLLUTION LIABILITY

18.9.1 Contractor shall provide pollution liability coverage if the Project includes any site/dirt work, excavation, paving, digging, drilling, moisture protection (roofing), environmental services/work including asbestos, lead or mold remediation, etc. that have the potential for any of the following:

- 18.9.1.1 Contamination, loss or environmental remediation expenses from contracting operations, completed operations or transportation;
- 18.9.1.2 Third party bodily injury or property damage arising out of contamination on, under or migrating from the construction site;
- 18.9.1.3 Transportation of hazardous materials or regulated substances; or
- 18.9.1.4 Waste Disposal.

18.9.2 The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions resulting from general contracting activities for which Contractor is legally liable. The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims. The policy shall be endorsed to include the following additional insured language: "Board of Regents of the Nevada System of Higher Education shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor".

18.9.3	Minimum Limits:	
	Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000

## 19 | PERFORMANCE AND PAYMENT BONDS

NSHE reserves the right to require Contractor to obtain Performance and Payment Bonds, in a form acceptable to NSHE, for one hundred percent (100%) of the Contract Amount. NSHE will pay the actual cost of any bond so required, not including any overhead and profit. If required by NSHE, Contractor shall provide the Performance and Payment Bonds prior to commencing any work on the Project. NSHE will not require Contractor to increase the Performance and Payment Bonds to accommodate Change Orders, unless a Change Order amounts to an increase of more than twenty-five percent (25%) in the Contract Total. NSHE will not pay additional costs for increased bond fees resulting from Change Orders on the work.

## 20 | PROJECT COMPLETION

20.1 No use or occupancy of the Project, or any portion thereof, by NSHE, shall constitute acceptance of any Work that is not completed in accordance with the Contract Documents, nor shall it relieve Contractor of full responsibility for correcting defective Work or materials found at any time prior to completion of the entire Project or during the Warranty Period.

20.2 FINAL COMPLETION | When the Work is completed and is ready for final inspection, the Contractor will call for an inspection by the State Public Works Division. When NSHE is satisfied that the Work and all provisions of the Contract Documents are fully and satisfactorily completed, NSHE will authorize Final Payment to Contractor in accordance with Section 46.6. The Work will not be considered to meet the definition of Final Completion if any of the following conditions exist:

- Any required final inspection by the State Public Works Division ("SPWD") or NSHE has not been passed.

## 21 | CLAIMS FOR DAMAGES

Should either Party suffer injury or damage to person or property because of any act or omission of the other Party or of any of its employees, agents, or others for whose acts it is legally liable, claim shall be made in writing to such other Party within fourteen (14) Calendar Days after the first knowledge of such injury or damage.

## 22 | MEDIATION

All claims, disputes and other matters in question arising out of, or relating to the Agreement, or any breach thereof, shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either Party. Such mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association ("AAA") then in effect, unless the Parties mutually agree otherwise. Any request for mediation shall be filed in writing with the other Party to this Agreement and with the AAA. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Unless otherwise mutually agreed by the Parties and consistent with the mediator's schedule, the mediation shall commence within ninety (90) Calendar Days of the submission of the dispute to mediation. Unless otherwise agreed to in writing, Contractor shall continue the Work and maintain the construction schedule of the Work during any and all dispute resolution proceedings.

## 23 | TERMINATION

23.1 TERMINATION BY CONTRACTOR | Contractor may, upon seven (7) Calendar Days written notice, terminate the Agreement if the Work is stopped for a period of thirty (30) Calendar Days through no act or fault of Contractor, or a Subcontractor, or their employees or agents, for any of the following reasons:

- Issuance of a court order or other order from a public authority having jurisdiction;
- Failure by NSHE to make payment to Contractor within the time specified herein.

If one of the aforementioned reasons exists, Contractor may terminate the Agreement and recover from NSHE payment for work executed prior to the date of such termination.

23.2 TERMINATION BY NSHE

23.2.1 If Contractor (a) is adjudged bankrupt; (b) makes a general assignment for the benefit of its creditors; (c) suffers a receiver being appointed on account of insolvency; (d) persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper supervision or proper materials; (e) fails to make prompt payment to Subcontractors for materials or labor; (f) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or (g) otherwise is guilty of a substantial violation of a provision of the Contract Documents, then NSHE may, without prejudice to any right or remedy and after giving Contractor and Surety seven (7) Calendar Days written notice, terminate the employment of Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever method NSHE may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

23.2.2 NSHE expressly reserves the right to terminate the Agreement at any time due to a national emergency, court injunction, or for any reason determined to be in the best interest of NSHE. Termination shall be effected by giving Contractor seven (7) Calendar Days written notice. In this case, payment to Contractor shall be made as if termination was initiated by Contractor. In the event a termination under Section 23.2.1 is subsequently adjudged to have been without cause, such termination shall be treated as a termination for convenience under this Section 23.2.2.

23.2.3 If the unpaid balance of the Contract Amount exceeds the costs of finishing the Work, including compensation for any additional professional services, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to NSHE.

## 24 | SEPARATE CONTRACTS

24.1 NSHE reserves the right to award other contracts in connection with other portions of the Project. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate Contractor's Work and theirs. If any part of Contractor's Work depends on the proper execution of the work of any other separate contractor, Contractor shall inspect and promptly report to NSHE and Architect any discrepancies or defects in such other work. Failure of Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive Contractor's Work, except as to defects which may develop in the other separate contractor's work after the execution of Contractor's Work. Contractor shall do all cutting, fitting, and

patching of the Work that may be required to fit it to receive or be received by the work of other contractors shown upon, or reasonably implied by, the Contract Documents. Contractor shall not endanger or alter the work of any other contractor.

- 24.2 Should Contractor cause damage to the work or property of any separate contractor on the Project, Contractor shall, upon written notice, settle with the other contractor by agreement if the other contractor will so settle. If the separate contractor sues NSHE on account of any damage alleged to have been sustained, NSHE shall notify Contractor who, at Contractor's sole expense, shall defend the proceedings and pay all costs in connection therewith, including, but not limited to, all court costs and attorney fees, and any judgments against NSHE arising therefrom. If a dispute arises between the separate contractors as to their responsibility for cleaning up, NSHE may clean up and charge the cost thereof to the contractors as NSHE determines to be just.

## 25 | CHANGES IN THE WORK

- 25.1 A "Change Order" is an amendment to the Agreement, issued by the BCN Purchasing Department, to Contractor authorizing a change in the Work, an adjustment in the Contract Amount, or a change in the Contract Time. No change to the Work, the Contract Amount, or the Contract Time, is valid without a properly issued Change Order.
- 25.2 Contractor shall not proceed with changes to the Work without a Change Order or a Construction Change Directive. If Contractor proceeds with changes to the Work without proper written approval, Contractor does so at its own risk, and waives all claims to a Change Order for the unauthorized work.
- 25.3 Should any event or circumstance occur that Contractor believes may constitute a change in the Work entitling Contractor to an adjustment to the Contract Amount or the Contract Time, Contractor shall issue written notice and a request for a Change Order to Owner within seven (7) Calendar Days of the occurrence of such event or circumstance. Such written notice shall be issued by Contractor for any event or circumstance that Contractor knows, or should have known, to have a potential impact on the Work. The request shall describe in detail the related causes and any potential impact to the Work. Contractor shall also identify any anticipated adjustment to the Contract Amount and/or to the Contract Time as a result of such impact. Failure to submit such written notice and a request within the time stipulated and with the information required by this Section 25 shall constitute a waiver by Contractor of the right to a Change Order. In the event of a dispute regarding changes in the Work, Contractor shall proceed according to NSHE's directive pending resolution of the dispute.
- 25.4 The cost or credit to NSHE resulting from a change in the Work shall be determined in one or more of the following ways:
- By unit prices stated in the Contract Documents or subsequently agreed upon;
  - By mutual acceptance of a lump sum proposal, properly itemized, to include the following:
    - Labor, including fringe benefits, payroll taxes, and workers' compensation insurance, overhead and profit;
    - Materials entering permanently into the Work, including sales tax;
    - Equipment costs for equipment utilized to perform the Change Order work.
  - By the actual cost of:
    - Labor, including fringe benefits, payroll taxes, and workers' compensation insurance, overhead and profit;
    - Materials entering permanently into the Work, including sales tax;
    - Equipment costs for equipment utilized to perform the Change Order work;
  - Total cost based on a not-to-exceed maximum cost limit.
- 25.5 These costs may be increased to include fixed fees, as applicable, for Subcontractor profit and overhead, Contractor profit and overhead on Subcontractor work, and profit and overhead on work done by Contractor's own forces. Each such fee shall not exceed the amount determined from the Change Order Mark-Up Schedule below for a single Change Order item, or for any group of related items, and shall be full compensation for the cost of supervision (to include Project Manager, Project Coordinator, Superintendent, Secretary, etc.), overhead, profit, tools, insurance and bonding, and all other expenses associated with completing the change in the scope of work. No other costs or expenses, including, but not limited to, direct daily job costs, general conditions, and/or extended overhead will be paid for time extensions incorporated into a Change Order unless otherwise agreed to in writing by NSHE.

Change Order Amount	Fixed Fee
Up to \$10,000	15%
Over \$10,000	10%

Each deductive Change Order proposal shall include a five percent (5%) minimum credit for Contractor profit and overhead.

- 25.6 All change proposals shall be submitted to NSHE and Architect in sufficient detail to allow a complete analysis of all costs, including without limitation any profit and overhead charged pursuant to Section 25.5. Contractor shall, upon request by NSHE or Architect, submit invoices for materials and equipment utilized in Change Order work.
- 25.7 NSHE, or Architect acting in conjunction with NSHE, shall have authority to order minor changes in the Work which do not involve an adjustment in the Contract Amount or an extension of the Contract Time. Such minor changes shall be consistent with the

intent of the Contract Documents. Such changes shall be implemented only through written memorandum.

25.8 Execution of a Change Order shall be considered complete and final adjustment of the Contract Amount and the Contract Time and represents complete and final resolution of all matters related to, or arising out of, the Change Order. Contractor may not reserve the right to make further claims with regard to any executed Change Order. Any attempt by Contractor to reserve such a right shall be considered invalid and unenforceable.

#### 25.9 CONSTRUCTION CHANGE DIRECTIVE

25.9.1 A "Construction Change Directive" is a written directive to Contractor, signed by NSHE and Architect, which shall serve as formal and binding direction for Contractor to proceed with a defined change in the Work. The directive may be implemented when deemed necessary as an interim action until a Change Order can be formally assessed and executed. Upon receipt of a Construction Change Directive, Contractor shall promptly proceed with the directed changes.

25.9.2 NSHE may order changes in the Work utilizing a Construction Change Directive with the Contract Amount and/or the Contract Time being adjusted as deemed appropriate by NSHE. Contractor shall comply with the provisions of Section 25.3 in the event Contractor believes that a Construction Change Directive has a potential impact on the Contract Time or the Contract Amount.

## 26 | SUBMITTALS

26.1 SUBSTITUTIONS | The characteristics of the products specified in the Drawings and Specifications have been utilized in the design of the Project and as such establish minimum standards of function, dimension, appearance, and quality necessary for the Project. Equivalent products of other manufacturers may be acceptable, if, in the judgment of Owner and Architect, they meet the standards of the Contract Documents.

26.1.1 Contractor shall submit any requests for substitutions in writing to NSHE and Architect within the time specified in Section 26.1.2. Submittals and shop drawings do not constitute a request for substitution. Products not specified or accepted in writing as equivalent to those specified shall not be installed. Contractor shall be responsible for all costs associated with removal and replacement should Contractor proceed with installation of any substituted product without specifically identifying the substitution and obtaining written approval of the substituted product.

26.1.2 Requests for substitutions must be submitted to NSHE prior to commencement of Work. Thereafter, substitutions will be considered only in cases of documented product unavailability or other conditions beyond the control and without the fault of Contractor, or in special circumstances when allowed by NSHE.

26.1.3 The burden of proof of substituted product equality rests with Contractor. Final approval of all substituted products shall be contingent on acceptance of the associated submittals and/or shop drawings, compliance with the Contract Documents, and acceptable installation. Approval to use a substituted product does not relieve Contractor of its responsibility to meet the requirements of the Contract Documents.

## 27 | GENERAL DUTIES AND RESPONSIBILITIES OF CONTRACTOR

27.1 COVID-19 VACCINATION REQUIREMENTS | Except as otherwise provided below, to the extent this Agreement requires Contractor, employees of Contractor, or any Subcontractor to perform any type of in-person work on property owned or leased in any capacity by NSHE, any and all employees of Contractor and each Subcontractor who will perform such in-person work must have completed a COVID-19 vaccination series before they will be permitted to perform such in-person work. By executing this Agreement, Contractor represents and warrants that it is solely responsible for ensuring full compliance with this provision and such compliance shall occur before any Contractor or Subcontractor employee covered by this provision enters NSHE property. Failure to comply with the foregoing shall constitute a material breach of this Agreement, which, if not fully cured within thirty (30) days after NSHE's written notice of breach, entitles NSHE to terminate this Agreement. No inability, delay, or failure to comply with this provision shall be deemed a valid excuse or justification for Contractor to fail to timely complete the Work. A "completed COVID-19 vaccination series" is given the same meaning as in Title 2, Chapter 12, Section 4(C) of the Nevada System of Higher Education Code, a copy of which is incorporated into and made a part of this Agreement. Within 72 hours of NSHE's written request to Contractor, Contractor shall provide to NSHE records, acceptable to NSHE in its sole discretion, of a completed COVID-19 vaccination series for any and all employees of Contractor and each Subcontractor performing such in-person work. Notwithstanding anything to the contrary contained above, the foregoing vaccination requirements shall not apply to any employee of Contractor/Subcontractor working on a construction project which is not reasonably accessible to NSHE employees or students, or members of the public, provided, however, that such employees shall comply with all directives of the Centers for Disease Control and Prevention, Occupational Health and Safety Administration, and the state of Nevada concerning COVID-19.

27.2 Contractor shall carefully study and compare all parts of the Contract Documents with each other and with all information furnished by NSHE and shall at once report any errors, inconsistencies, or omissions discovered. Contractor shall not be liable

to NSHE or Architect for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless Contractor recognized such error, inconsistency, or omission and failed to report it to NSHE. If Contractor performs any construction activity that involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to NSHE, Contractor shall assume responsibility for such performance, shall bear any and all costs for correction, and shall waive all claims against NSHE relating to same.

- 27.3 To the extent Contractor's Work includes the provision or furnishing by Contractor of any drawings or specifications, all aspects of Contractor's design shall conform to the most current edition of Institution's adopted design and construction standards, if any. The Parties acknowledge and agree that Owner may update such adopted standards from time-to-time without notice to Contractor. Contractor shall, at no additional cost to Owner, incorporate such changes to its design as are necessary to ensure compliance with any update to such adopted standards that is made prior to Final Completion. Any deviations from applicable adopted standards must be approved in writing by Owner.
- 27.4 REQUESTS FOR INFORMATION | Contractor shall, upon discovering any error, discrepancy, omission, conflict, or inconsistency in the Contract Documents, immediately submit a Request for Information (RFI) to Architect. Architect, upon receipt of any such request, will promptly investigate the circumstances and give appropriate instructions to Contractor, but will take such action only after consultation with NSHE. Until such written instructions are given, any work done by Contractor, either directly or indirectly relating to such error, discrepancy, omission, conflict, or inconsistency will be at its own risk, and it shall bear all costs arising there from. Contractor shall not take advantage of any such error, discrepancy, omission, conflict, or inconsistency, but shall comply with any instructions regarding the same issued by Architect. Contractor shall maintain a sequential log of all RFIs.
- 27.4.1 No work shall be performed by Contractor without adequate drawings or specifications, or that is in conflict with or contrary to the Contract Documents. If Contractor performs any work contrary to the Contract Documents, Contractor shall be solely responsible and shall bear all costs and time attributable thereto.
- 27.4.2 Requests for Information shall be limited to one (1) specific issue or group of related issues and shall not address multiple issues. Architect will review and respond to RFIs within fourteen (14) Calendar Days from the date that the RFI is received by Architect. RFIs shall be issued by Contractor to Architect in a reasonable and orderly sequence such that they are not unreasonably grouped together and then delivered to Architect.
- 27.5 In any case where the manufacturer's installation instructions conflict with the Contract Documents Contractor shall bring such conflict to the attention of NSHE and Architect prior to installing the associated materials or equipment, such that NSHE and Architect may provide direction for an appropriate resolution to the identified conflict. Should Contractor proceed with installing any materials or equipment in a manner contrary to the manufacturer's instructions without first notifying NSHE and Architect, if so directed by NSHE, Contractor shall remove and reinstall the materials or equipment in accordance with the manufacturer's instructions at no cost to NSHE.
- 27.6 Contractor shall have and maintain a State of Nevada Contractor's license in good standing for the entire duration of the Work.
- 27.7 Contractor shall submit cost proposals, progress schedules, payrolls, reports, estimates, records, and other data as NSHE or Architect may request concerning work performed, or to be performed under the Agreement.
- 27.8 Contractor shall, in a workmanlike manner, complete the Work in strict accordance with the Contract Documents. Contractor shall supervise and direct all portions of the Work. Contractor shall be solely responsible for all construction procedures, methods, techniques, sequences, safety, and for coordinating all portions of the Work to comply with the Contract Documents. Contractor shall be responsible for the acts and omissions of all its employees and Subcontractors, their agents and employees, and all other persons performing any of the Work. Contractor shall at all times enforce good discipline and order among its employees and Subcontractors and shall, at its own cost, provide the security necessary to adequately protect the Work. Contractor shall at all times safely guard NSHE's property from injury or loss in connection with the Project. Contractor shall at all times safely guard and protect the Work and adjacent property from damage. Contractor shall replace or make good any such damage, loss, or injury unless such is caused directly by errors contained in the Contract Documents.
- 27.9 Contractor shall give all notices and shall comply with all laws, ordinances, rules, orders, and regulations of all public authorities, relating to the performance of the Work. Contractor shall be responsible for the protection of adjacent property and the maintenance of passageways, guard fences, and other protective facilities. In the event of temporary suspension of work, or during inclement weather, Contractor shall protect, and shall cause its Subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If any work or materials become damaged by failure on the part of Contractor or any Subcontractor to protect the Work, such material shall be removed and replaced at Contractor's expense.
- 27.10 All work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to NSHE.
- 27.11 Unless otherwise specifically required, all materials and equipment incorporated in the Work shall be new, free of faults and

defects, and shall conform to the Contract Documents. If requested Contractor shall furnish satisfactory evidence as to the type and quality of materials and equipment. No materials or equipment for the Work shall be purchased by Contractor, nor shall Contractor permit any Subcontractor to purchase materials or equipment that are subject to any chattel mortgage, or are under a conditional sale contract or other security agreement by which any right, title, or interest is retained by the seller.

27.12 All materials and equipment used in the Work shall be subject to inspection and testing in accordance with accepted standards to ensure conformity with the requirements of the Contract Documents, laws, ordinances, rules and regulations, or orders of any public authority having jurisdiction. Where specific certificates concerning materials and/or equipment are required, securing payment for the prompt delivery of such certificates shall be the responsibility of Contractor. Such certificates shall be executed by qualified firms acceptable to Architect, shall include all information required by the Specifications, and shall clearly refer specifically to materials to be used in the Project.

27.13 APPRENTICES | Contractor shall, and shall ensure each Subcontractor shall, comply with any and all applicable apprentice utilization requirements contained in NRS 338.01165.

## **28 | EMERGENCIES**

28.1 In case of an emergency which threatens loss or injury of property, and/or safety of life, Contractor shall act in a diligent manner, without previous instructions from NSHE or Architect. Contractor shall notify NSHE and Architect immediately. The amount of reimbursement claimed by Contractor on account of any emergency action shall be determined in the manner provided herein for other claims.

28.2 Contractor shall maintain a current emergency telephone number list at the job site. The list shall include telephone numbers for responsible individuals that can be contacted after normal working hours in the event of an emergency.

## **29 | CONSTRUCTION SCHEDULE**

Unless sooner requested by NSHE, Contractor shall prepare and submit a construction schedule which is acceptable to NSHE and/or Architect within fourteen (14) Calendar Days after the effective date of the Agreement. The schedule shall not exceed the Contract Time, shall be revised at appropriate intervals as required by the conditions of the Work, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

## **30 | TAXES, PERMITS, FEES AND NOTICES**

30.1 Contractor shall pay all federal, state and local sales, consumer, use, and other taxes, levies, duties and assessments required by applicable law. Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work, including without limitation dust control permits. Contractor shall not be required to pay for a municipal or county building permit, or permanent utility connection fees.

30.2 Except for permits and fees which are the responsibility of Contractor under the Contract Documents, NSHE shall secure and pay for easements and utility connection fees for permanent structures or for permanent changes in existing facilities.

30.3 Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the Work and NSHE. If Contractor observes that any of the Contract Documents are at variance therewith, it shall promptly notify NSHE and/or Architect. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice, it shall assume full responsibility therefore and shall bear all costs attributable thereto.

## **31 | SITE ACCESS**

31.1 NSHE'S ACCESS | NSHE, Architect, and their respective representatives shall at all times have access to the Work whenever it is in preparation or progress, and Contractor shall provide proper equipment and facilities for such access and inspection. If any Work is required to be tested or approved, Contractor shall give NSHE timely notice of its readiness for inspection. Neither the observations of NSHE or Architect in the administration of the Agreement, nor any inspections, tests, or approvals shall relieve Contractor from its obligation to perform the Work in accordance with the Contract Documents.

31.2 ACCESS ROADS | Contractor shall be required to use designated access roads as directed by NSHE, and these roads shall be kept passable at all times. Contractor shall be entirely responsible for any damage to roads, trees, shrubs, gates, fences, grass, curbs, gutters, and driveways due to construction usage. All damaged portions shall be restored to the same condition as existed before the commencement of the Work. Dirt roads shall be periodically sprinkled with water when dust conditions create an onsite or offsite hazard or nuisance to workers, neighboring properties, or the public in general.

## **32 | TOILET FACILITIES**

Contractor shall provide and maintain in a clean and sanitary condition in a weatherproof building satisfactory toilet accommodations for all workers. Minimum toilet accommodations shall consist of a frost-proof chemical toilet or water closet with urinal. Temporary or portable toilet accommodations shall be completely removed upon completion of the Project.

### **33 | PATENTS AND ROYALTIES**

Contractor shall hold and save NSHE and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Agreement, including its use by NSHE, unless otherwise specifically stipulated in the Contract Documents. If Contractor uses any design, device or materials covered by letters, patent or copyright, it shall provide for such use by suitable agreement with NSHE of such patented or copyrighted design, device or material. Contractor acknowledges that without exception, the Contract Amount includes all royalties or costs arising from and the use of such design device or materials, in any way involved in the Work.

### **34 | SURVEYS AND SUBSURFACE CONDITIONS**

- 34.1 SURVEYS | NSHE shall furnish site surveys describing the topography and physical characteristics, legal limits, and utility locations for the Project site. Unless otherwise expressly provided for in the Contract Documents, however, Contractor shall furnish and pay for all other surveys necessary to its execution of the Work or required by the Contract Documents.
- 34.2 EXISTING CONDITIONS | It is Contractor's responsibility to ascertain any existing conditions that may affect the cost of the proposed Work which could have been discovered by reasonable examination of the site.
  - 34.2.1 No additional costs or additional time shall be allowed to Contractor for existing conditions which could have been discovered by reasonable examination of the site.
  - 34.2.2 Existing improvements visible at the job site, for which no specific disposition is made in the Contract Documents, but which could reasonably be assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by Contractor at no additional cost to NSHE, after written notification is given to NSHE, and NSHE provides written notice for such removal and disposal.
  - 34.2.3 Any geotechnical report issued with the Contract Documents is provided for Contractor's information and is not a Contract Document. NSHE does not guarantee the accuracy or completeness of the report and shall not be liable for any additional work, cost or time based upon the geotechnical report. Contractor assumes all responsibility for any conclusions reached by Contractor based on the geotechnical report.
- 34.3 SUBSURFACE CONDITIONS | Should Contractor encounter subsurface or latent conditions at the site materially differing from those indicated in the Contract Documents, it shall immediately give notice to NSHE and/or Architect of such conditions before they are disturbed. Architect will promptly investigate the conditions, and if it finds that they materially differ, Architect will, after consultation with NSHE, make such changes in the Contract Documents as necessary. Any increase or decrease in cost resulting from such changes will be adjusted by Change Order. Contractor shall perform all work in strict conformance with the current "Call Before You Dig" program.
- 34.4 ARCHAEOLOGICAL FINDINGS | Any historic, prehistoric, or archeological evidence discovered on the site shall remain undisturbed, be reported immediately to, and remain the property of NSHE.

### **35 | MATERIALS TESTING**

- 35.1 Testing of construction materials delivered to the job site shall be carried out by NSHE unless otherwise required in the Contract Documents. NSHE shall select the testing laboratory or inspection agency to carry out this work. The purpose of such testing is to verify conformity of materials and/or equipment with the Specifications. Where tests indicate conformity, costs of testing will be paid by NSHE; where tests indicate non-conformance, costs of re-testing will be paid by Contractor.
- 35.2 If concrete mix design, batch plant inspection or any other special inspection or testing requirements are established by any of the Contract Documents, conduct of and payment for such work shall be as specifically stated therein. If the manner of payment is not specified or if there is no mention of such inspection or testing in the Contract Documents, but such inspection is judged necessary by NSHE, then NSHE shall pay the cost thereof. Contractor shall cooperate toward minimizing the cost of such inspection and testing.
- 35.3 All testing and inspection carried out by NSHE is for the benefit of NSHE and not Contractor. Lack of performance or failure on the part of any testing laboratory or inspection agency retained by NSHE shall not relieve Contractor of the responsibility to complete the Work in accordance with the Contract Documents.

### **36 | OPERATING AND MAINTENANCE MANUALS**

Upon Final Completion of the Project, Contractor shall submit to NSHE electronic copies, in PDF or equivalent format, of all approved Operating and Maintenance (O&M) Manuals. O&M Manuals shall be submitted with indexes and labeling as required for all appropriate sections. Where electronic copies of the manuals are not available except by scanning, submission of indexed, labeled, printed copies is acceptable.

### **37 | CORRECTION OF WORK**

- 37.1 If any work should be covered prior to a specified or requested inspection, Contractor shall uncover the work for observation

and shall replace same at no cost to NSHE. If any work has been covered which NSHE or Architect has not specifically requested to observe prior to being covered, NSHE may request to see such work and it shall be uncovered by Contractor. If the uncovered work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to NSHE. If the uncovered work is not in accordance with the Contract Documents, Contractor shall pay such costs.

- 37.2 Contractor shall promptly correct all work rejected as defective or as failing to conform to the Contract Documents, whether observed before or after Final Completion, and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such rejected work, including the cost for additional design services when applicable, including the cost for additional services of Architect when applicable. Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by removal or correction.
- 37.3 If Contractor does not remove defective or non-conforming work within a reasonable time, NSHE may, at Contractor's expense, remove it and may store the materials or equipment. If Contractor does not pay the cost of such removal and storage within ten (10) Calendar Days thereafter, NSHE may upon ten (10) additional Calendar Days written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs that should have been borne by Contractor including compensation for additional professional services. If such proceeds of sale do not cover all costs which Contractor should have borne, the difference shall be charged to Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due Contractor are not sufficient to cover such amount Contractor shall pay the difference to NSHE.
- 37.4 If NSHE prefers to accept defective or non-conforming work, it may do so instead of requiring removal or correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Amount, or, if the amount is determined after final payment, it shall be paid to NSHE by Contractor.
- 37.5 All damage or loss to any property caused in whole or in part by Contractor, any Subcontractor, Sub-subcontractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by Contractor, except and only to the extent such damage or loss is attributable to errors and/or omissions in the Drawings or Specifications.

## **38 | SUBCONTRACTORS**

- 38.1 "Subcontractor" means any person or organization who has a direct contract with Contractor to perform any of the Work or supply any materials or equipment to the Project.
- 38.2 Contractor shall not award any work to any Subcontractor without prior approval of NSHE, which approval will not be given until Contractor submits to NSHE a written statement concerning the proposed award to the Subcontractor, which statement shall contain the Subcontractor's name, address, and Nevada State Contractor's License number, and a description of the Work to be completed by the Subcontractor. After submitting the required Subcontractor information to NSHE, Contractor shall not contract with any other subcontractor nor change Subcontractors without the written approval of NSHE.
- 38.3 If NSHE has a reasonable objection to any Subcontractor, and requests in writing a change in Subcontractors, Contractor shall submit an acceptable substitute and the Contract Amount shall be increased or decreased by the difference in costs occasioned by such substitution and an appropriate Change Order shall be issued. Contractor will not be required to contract with any subcontractor, person or organization against whom Contractor has a reasonable objection.
- 38.4 Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to Contractor by the terms of the Contract Documents. These provisions shall include, but shall not be limited to, the following:
- Require that all work be performed in accordance with the requirements of the Contract Documents and be guaranteed unconditionally for the duration of the Warranty Period.
  - Require work to be done in accordance with a construction schedule that will ensure completion within the Contract Time.
  - Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to Contractor in the manner provided in the Contract Documents for like claims by Contractor upon NSHE.
- 38.5 Contractor shall pay each Subcontractor, within ten (10) Calendar Days after receipt of payment from NSHE, an amount equal to the percentage of completion allowed to Contractor on account of each Subcontractor's work. Contractor shall also require each Subcontractor to make similar payments to its sub-Subcontractors.
- 38.6 Contractor shall be responsible for the proper distribution of all insurance recoveries resulting from an insured loss under this Agreement.
- 38.7 NSHE may upon request, furnish to any Subcontractor, information regarding payments to Contractor on account of work done

by such Subcontractor.

- 38.8 Contractor shall be as fully responsible to NSHE for the acts and omissions of Subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of the persons directly employed by Contractor. If, through acts of neglect on the part of Contractor, any Subcontractor shall suffer loss or damage on the Work Contractor agrees to settle with such Subcontractor by agreement if such Subcontractor will so settle. If such Subcontractor shall assert any claim against NSHE on account of any damage alleged to have been sustained, NSHE shall notify Contractor, who shall indemnify, defend, and save harmless NSHE against any such claim.
- 38.9 Contractor agrees that it will indemnify, defend, and save NSHE harmless from all claims arising out of the lawful demands of Subcontractors, workers, and suppliers. If Contractor fails to make appropriate payments to any Subcontractor, worker, or supplier, then NSHE may either pay unpaid bills or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such claims until satisfactory evidence is furnished that all liabilities have been fully discharged, but in no event shall the provisions of this paragraph be construed to impose any obligations upon NSHE to either Contractor or Surety. In paying any unpaid bills of Contractor, NSHE shall be deemed the agent of Contractor, and any payment so made by NSHE, shall be considered as a payment made under the Agreement by NSHE to Contractor, and NSHE shall not be liable to Contractor for any such payment made in good faith.
- 38.10 Neither NSHE nor Architect shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor, except as may otherwise be required by law.

### **39 | JOB SAFETY**

- 39.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. All work shall be performed in strict accordance with the most current edition of the State of Nevada Occupational Safety and Health Standards. Contractor shall comply with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction for the safety of persons or property, or to protect them from damage, injury, or loss.
- 39.2 NSHE may direct Contractor to stop any unsafe work, any non-complying work, and/or any work that presents a life-safety concern. Contractor shall not be entitled to any compensation or to any additional time for such work stoppage.
- 39.3 Contractor shall take necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to:
- All employees on the Project and all other persons who may be affected thereby;
  - All of the Work, whether in storage on or off the site; and
  - Other property at the site or adjacent thereto, including landscaping, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 39.4 Contractor shall be responsible for reporting all hazards to all Subcontractors in all trades throughout the Project. This reporting shall be done in advance of potential exposure to known hazards, and immediately following the discovery of any unforeseen hazards.
- 39.5 As per the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (1910.1200 and 1926.59 HCP), Contractor must submit Safety Data Sheets (SDSs) for all products used for projects on NSHE properties. Contractors must also submit a Written Hazard Communication and Safety Program. This Program must include but may not be limited to:
- The method to be used in providing NSHE with copies of the SDSs for each chemical used on the job site prior to such usage;
  - Maintenance on the job site of copies of the SDSs for each chemical used;
  - Methods to be used to inform NSHE of any precautionary measures which need to be taken by Owner's employees;
  - Methods to inform NSHE of the labeling system being used on the job site;
  - Methods Contractor will use to provide other employers on-site access to SDS for each hazardous chemical the other employer(s) may be exposed to while working;
  - Methods Contractor will use to inform the other employer(s) of any precautionary measures that need to be taken to protect employees during the workplace's normal operation conditions and in foreseeable emergencies;
  - Methods Contractor will use to inform the other employer(s) of the labeling system used in the workplace.

Contractor shall make their Written Hazard Communication Program available, upon request, in accordance with 29 CFR 1910.1020(e). Additionally, the documents referenced in this Section are to be submitted by Contractor to locations listed in Addendum A for the applicable Institution.

These documents will be retained for permanent record and used for subsequent projects when applicable. Failure to provide this information within seven (7) Calendar Days after the effective date of the Agreement will result in forfeiture of the bid

guarantee and the Agreement may be awarded to the next low, responsible bidder.

- 39.6 If hot work is performed on the Project, Contractor shall supply NSHE with a hot work permit.
- 39.6.1 Contractor shall cover, guard, or remove to a distance of 35 feet all flammable and combustible materials prior to the commencement of hot work operations. Contractor shall provide a fire watch to continuously oversee the hot work area during and at least 30 minutes after hot work operations. Contractor shall supply the fire watch with fire fighting equipment (e.g., a fire extinguisher) suitable for the hot work operations. Upon completion of hot work operations, Contractor shall submit completed hot work permit(s) to the NSHE Project Manager.
- 39.6.2 Indoor air quality must be maintained through local ventilation when performing hot work or using offensive chemicals. Complaints about indoor air quality must be immediately addressed and remedied.
- 39.7 Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's Superintendent unless otherwise designated in writing by Contractor to NSHE. In any emergency affecting the safety of persons or property, Contractor shall act, at its discretion, to prevent threatened damage, injury, or loss. Contractor shall be responsible for the safe operation of all equipment, for utilizing safe construction methods, and for any damage which may result from failure or from improper construction, maintenance, or operation.
- 39.8 Contractor shall securely fence, barricade, cover, or otherwise adequately protect all excavations, holes, shafts, elevated platforms, slabs and decks, or other hazards to guard against danger to persons or animals and shall properly maintain such protection until the completion of the Project. Contractor shall periodically sprinkle the construction site with water to prevent or control blowing dust when conditions present a hazard or nuisance to workmen, neighboring properties or the public.
- 39.9 Contractor will be responsible for obtaining all necessary bulk material surveys prior to commencement of contract work activities. Contractor will file all appropriate asbestos survey and reporting documents with the state and Washoe County Board of Health authorities (as per 40 CFR 61.145(b)) and will be responsible for all related filing fees regardless of whether the bulk material survey is performed by Contractor or others. Copies of all filed materials must be submitted to NSHE.
- 39.10 Should asbestos-containing materials be discovered during Contractor's survey, one (1) of the following options will be chosen at NSHE's discretion:
- NSHE will remove detected asbestos using NSHE personnel;
  - NSHE will initiate a contract with an asbestos abatement contractor; or
  - NSHE will issue a Change Order to the existing Agreement to cover Contractor's expenses in removing the material.
- 39.11 Should Contractor remove asbestos from NSHE's property, work must be in accordance with all local, county, state and federal laws and guidelines. Contractor shall make every effort to minimize the unintentional disturbance of asbestos-containing material on Work performed under this Agreement.
- 39.12 Contractor hereby represents and warrants that all materials used on this Project shall be asbestos free. Contractor shall provide Owner with written documentation verifying its compliance with this representation and warranty. A manufacturer's product Safety Data Sheet (SDS) can be considered as adequate for these purposes provided that the document identifies greater than ninety-nine percent (99%) of the material's composition. Lacking such manufacturer's documentation, documented analysis of a representative sample of the product by an accredited laboratory may be substituted.

#### **40 | SITE MANAGEMENT AND CLEAN UP PROCEDURES**

- 40.1 Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site. Contractor shall at all times keep the site and the Work free from accumulation of waste materials and rubbish resulting from its operations.
- 40.2 Contractor shall develop and implement a storm water pollution prevention plan complying with the most current version of the federal Environmental Protection Agency Construction General Permit, or with applicable state or local storm water pollution prevention requirements, whichever is more stringent.
- 40.3 Upon completion of the Work Contractor shall remove all waste materials, rubbish, tools, construction equipment and machinery, and surplus materials from the Project site. Contractor shall clean all surfaces and leave the Work in a finished, cleaned, washed, waxed, and polished condition. The aforementioned cleanup requirements are also specifically applicable to all mechanical equipment and to all mechanical equipment rooms.
- 40.4 Contractor is solely responsible to contain all materials and debris at the Project site. When Contractor's acts or omissions on the Project Site, including without limitation the failure to properly store or secure materials, causes materials or debris to accumulate on adjacent property, Contractor shall promptly remove the same and restore the adjacent property to its condition prior to the accumulation. Notwithstanding the same, Contractor shall not enter upon any adjacent property not owned by NSHE

without first obtaining permission from the owner thereof.

#### **41 | WARRANTY**

- 41.1 Contractor and Surety shall fully and unconditionally warrant and guarantee all materials, equipment, and service against poor and inferior quality or workmanship for the duration of the Warranty Period. Contractor and Surety shall further fully and unconditionally warrant and guarantee all workmanship and materials of the entire Agreement to be and remain free of defects for the duration of the Warranty Period.
- 41.2 Contractor shall fully and unconditionally warrant and guarantee the workmanship and materials of the entire Agreement to be and remain free of defects in workmanship and materials for the duration of the Warranty Period. All guarantees called for in the Specifications shall be on the State's Standard Guarantee Form. All guarantees shall be signed by Contractor and the applicable Subcontractor(s) and submitted to NSHE. Contractor shall deliver all equipment warranties to NSHE as a condition to final payment.
- 41.3 Each Subcontractor shall fully and unconditionally warrant and guarantee the workmanship and materials of its portion of the Agreement to be free and remain free of defects in workmanship and materials for the duration of the Warranty Period. Such guarantees shall be signed by the Subcontractor and shall be countersigned by Contractor who shall be responsible for the entire Work.
- 41.4 As used in this Section 41, unless a longer period is specified in the Contract Documents, the "Warranty Period" shall equal one (1) year from the later of the date (a) of Final Completion; (b) on which the warranted or guaranteed material, equipment, service, or Work was fully and satisfactorily installed or performed; or (c) on which defective or non-conforming Work is corrected and passes final inspection.
- 41.5 Time is of the essence. Contractor and Surety shall repair, replace, and/or correct any inoperable or defective materials, equipment, or work warranted or guaranteed herein in a timely manner.
- 41.6 Contractor shall fully and unconditionally warrant and guarantee the quality and workmanship of all materials, equipment, and Work repaired, replaced, and/or corrected during the Warranty Period for an additional period of not less than one (1) year from the date of such repair, replacement, and/or correction.
- 41.7 The obligations of Contractor herein shall be in addition to and not in limitation of any obligation imposed upon it by special guarantees required by the Contract Documents or otherwise prescribed by law.

#### **42 | RECORD DRAWINGS**

- 42.1 Contractor shall provide and maintain at the Project site, one (1) copy of all Contract Documents, in good order and marked to show clearly all changes and "as-built" conditions. Contractor and Subcontractors shall indicate daily on these documents all "as-built" conditions and revisions due to substitutions, field changes and Change Orders. The location of all concealed piping, conduit, fixtures, pull boxes, etc., shall be dimensioned on these documents. Upon completion or termination of the Work, this set of documents shall be utilized by the Contractor to prepare the Record Drawings. The Record Drawings will be available for reference by the SPWD during final inspection and then given to NSHE as a permanent record of the Work. Progress payments may be withheld in the event that Record Drawings are not current at the time of the Request for Payment.
- 42.2 GPS documentation of all new and uncovered existing site utilities, shall be delivered to Architect and Owner in an electronic format for utilization in preparation of the record drawings. GPS documentation shall satisfy all requirements of the then most current edition of Institution's adopted design and construction standards, if any.

#### **43 | REQUIREMENTS PRIOR TO START OF WORK**

Contractor agrees to provide the following documents within five (5) Normal Working Days of any request from NSHE therefor:

- Written Hazard Communication & Safety Program;
- Material Safety Data Sheets;
- Proof of General Liability Certificate;
- Proof of Worker's Compensation (SIIS) Insurance;
- Performance and Payment Bonds (if applicable);
- Verification that all materials used on campus are asbestos free;
- Copies of all filed asbestos surveys and reporting documents.

NO WORK IS TO BEGIN UNTIL ALL OF THESE DOCUMENTS HAVE BEEN SUBMITTED AND ACCEPTED BY NSHE.

#### **44 | INSPECTION**

- 44.1 Contractor acknowledges that NRS 341.145(2) is applicable to the Project, and agrees that it shall comply with the requirements of SPWD thereunder.

- 44.2 The SPWD inspector and/or the NSHE inspector (each an “Inspector”) have the authority to enforce compliance with the Contract Documents, and to identify non-complying work. The Contractor will assist the Inspector with proper assessment of non-complying work.
- 44.3 Contractor will be charged for extra inspection services when (a) any work requiring inspection is performed during time periods other than a Normal Working Day, or (b) re-inspections are required due to a prior failed inspection. The charges shall be based on the current rate of pay for State Inspection Personnel, including any applicable travel and per diem expenses. Charges for extra inspection services hereunder will be processed as deductive Change Order items. The necessity for extra inspection services outside of Normal Working Days will be determined by NSHE.
- 44.4 NSHE shall be permitted to inspect the Work materials, payrolls, records of personnel, invoices for materials and other relevant data and work of Contractor and Subcontractors. Such inspection by NSHE shall not be considered a warranty as to the fitness or acceptability of the Work, materials, payrolls, records of personnel, invoices for materials and other relevant data and work, and shall not relieve Contractor or any Subcontractors of their obligations or duties under the Contract Documents.
- 44.5 NSHE will not be responsible for the acts or omissions of Contractor or any Subcontractor, or any of their respective agents or employees, or any other persons performing any of the Work.
- 44.6 Contractor shall provide the NSHE inspector and the SPWD inspector with a minimum twenty-four (24) hour written notice of all desired inspections.
- 44.7 If Contractor fails to correct work which is not in accordance with the Contract Documents or fails to carry out work in accordance with the Contract Documents, NSHE, by written notice, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- 44.8 NSHE reserves the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from the excavation and from other operations connected with the Work. Unless otherwise specified in the technical specifications, neither Contractor nor any Subcontractor shall have the right, title, or interest in or to any such materials. Contractor with the approval of NSHE may use in the Work without charge any such materials which meet the requirements of the Specifications and Drawings.

#### **45 | ARCHITECT**

- 45.1 All references to the “Architect” shall mean the person or organization responsible for the design of the Project and the preparation of the Drawings and Specifications. For Projects where there is no such person or organization, all references to the “Architect” shall mean NSHE. In case of termination of the employment of Architect, NSHE shall appoint replacements whose status under the Contract Documents shall be that of the former Architect.
- 45.2 Architect shall provide construction administration services for the duration of the Project. When Architect is other than NSHE, it will advise and consult with NSHE for the duration of the Project.
- 45.3 Architect will be the interpreter of the Drawings and Specifications. Architect will, within a reasonable time, render such interpretations as may be necessary for proper execution of the Work. Words which have well known technical or trade meanings are to be interpreted in accordance with such recognized meanings, and all interpretations and decisions by Architect shall be consistent with the intent of the Contract Documents.
- 45.4 Architect will make periodic visits to the site to keep familiarized with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents.
- 45.5 Architect will review Shop Drawings and samples as required in the Contract Documents.
- 45.6 Architect will not be responsible for the acts or omissions of Contractor or any Subcontractor, or any of their respective agents or employees, or any other persons performing any of the Work.
- 45.7 Based upon site observations and Contractor’s Requests for Payment, Architect will review and approve the amounts claimed by Contractor.
- 45.8 Architect will have authority to reject work which does not conform to the Contract Documents.
- 45.9 Architect will prepare Change Orders for review and approval by NSHE.
- 45.10 Architect’s decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

#### **46 | PAYMENTS**

- 46.1 SCHEDULE OF PAYMENTS | Contractor shall prepare and submit a construction schedule of payments of the various portions

of the Work to NSHE and Architect within fourteen (14) Calendar Days after issuance of the PO. Schedule of payments must include quantities, aggregating to the total Contract Amount, divided so as to facilitate payments to Subcontractors, prepared in such form as required by NSHE, and supported by such data to substantiate its correctness as NSHE may require. Each item in the schedule of payments shall include its proper share of overhead and profit. This schedule, when approved by NSHE and Architect, shall be the format for each Request for Payment.

46.2 INVOICES | All payment requests and invoices must reference the Purchase Order Number and the Project Number. Submit the invoice via email to the email address listed for Institution in Addendum A. If Contractor cannot email an invoice, it must be mailed to the mailing address listed for Institution in Addendum A.

#### 46.3 PROGRESS PAYMENTS

46.3.1 Each Request for Payment shall correctly set forth the value of all Work satisfactorily performed to date. NSHE may pay the invoiced value of materials properly stored on site or in approved, bonded, and insured warehouses. In no event, however, will Contractor be paid more than the listed value of each portion of the Work until the Project has been completed.

46.3.2 If payment is requested for materials or equipment not incorporated, but delivered and suitably stored at the site or at a bonded and insured warehouse previously approved by NSHE, such payment shall be conditioned upon submission by Contractor of bills of sale, satisfactory to NSHE, to establish NSHE's title to such materials or equipment, or otherwise protect NSHE's interest, including applicable insurance and transportation to the site.

46.3.3 Contractor shall warrant and guarantee that title to all work, materials, and equipment covered by a Request for Payment, whether incorporated into the Project or not, will have passed to NSHE prior to the making of the Request for Payment, free and clear of all liens, claims, security interests or encumbrances, and that no work, materials, or equipment covered by a Request for Payment will have been acquired by Contractor, or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein, or an encumbrance thereon is retained by the seller or otherwise imposed by Contractor or such other person. This provision shall not be construed to relieve Contractor of its sole responsibility for the care and protection of the materials and of the Work, and to make restoration of damaged work, or as a waiver of the right of NSHE to require the fulfillment of all terms of the Contract Documents.

46.3.4 Except as provided below, NSHE shall make payment to Contractor within thirty (30) Calendar Days of NSHE's receipt of a properly submitted Request for Payment accompanied by all supporting documentation required by the Contract Documents.

46.3.5 NSHE or Architect may decline to approve any Request for Payment in whole or in part, or, because of subsequently discovered evidence or subsequent inspections, may nullify the whole or any part of a Request for Payment previously issued to such extent as may be necessary to protect NSHE from loss because of:

- Defective work not remedied;
- Claims filed or reasonable evidence indicating probable filing of claims;
- Failure of Contractor to make payment properly to Subcontractors or for any labor, materials or equipment;
- Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- Damage to another Contractor;
- Reasonable indication that the Work will not be completed within the Contract Time;
- Unsatisfactory execution of the Work by Contractor; or
- Any other failure of Contractor to comply with the Contract Documents or any applicable building code, law, or regulation.

46.3.6 In the event NSHE or Architect declines to approve any Request for Payment in whole or in part for any of the reasons stated above, NSHE or Architect shall, within twenty (20) Calendar Days of NSHE's receipt of a properly submitted Request for Payment, give written notice to Contractor (a) setting forth the amount of the Request for Payment that will be withheld, (b) containing a reasonably detailed explanation of the reason NSHE will withhold that amount, including, without limitation, a specific reference to the provision or section of the Contract Documents, or the applicable building code, law, or regulation with which Contractor has failed to comply, and (c) signed by NSHE's authorized agent.

46.3.7 If Contractor provides NSHE or Architect with a written notice of the correction of the condition that is the reason for the withholding, signed by an authorized agent of Contractor, NSHE shall, after confirming that the condition has been corrected, pay the undisputed portion of any amount withheld within thirty (30) Calendar Days after NSHE receives the next Request for Payment. If NSHE or Architect object to the scope or manner of Contractor's correction, within thirty (30) Calendar Days after NSHE receives the notice of correction NSHE or Architect shall notify Contractor of such

objection in writing, setting forth the reason(s) for the objection and NSHE may continue to withhold the disputed portion of any payment until the condition is corrected.

46.3.8 If NSHE should fail to pay Contractor any undisputed amount due under the Contract Documents within thirty (30) Calendar Days after the date the Request for Payment is received by NSHE, then Contractor may, after giving NSHE seven (7) additional Calendar Days' prior written notice of Contractor's intent to stop Work, give written notice to NSHE and stop the Work until payment is received.

46.3.9 No payment, nor any partial or entire use or occupancy of the Project by NSHE, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

46.4 RETENTION | NSHE shall retain from any progress payment otherwise due Contractor an amount equal to five percent (5%) of the Request for Payment provided, however, that when fifty percent (50%) of the Work required by the Agreement has been performed, then the following shall apply:

46.4.1 If NSHE determines that satisfactory progress is being made in the Work, NSHE shall continue to withhold any retainage amount withheld from past Requests for Payment, but shall cease withholding retention on subsequent Requests for Payment provided, however, that NSHE reserves the right to reinstate the withholding of retention from subsequent Requests for Payment in the event NSHE anytime thereafter determines satisfactory progress is no longer being made;

46.4.2 If NSHE determines that satisfactory progress is not being made in the Work:

46.4.2.1 If NSHE does not withhold any amount from Contractor pursuant to NRS 338.525, NSHE shall pay to Contractor fifty percent (50%) of the amount of any retainage that was withheld from past Requests for Payment, and the rate of retention withheld from subsequent Requests for Payment shall be reduced to two and one-half percent (2.5%) of the subsequent Request for Payment; or

46.4.2.2 If NSHE does withhold any amount from Contractor pursuant to NRS 338.525, NSHE shall continue to withhold the full amount of any retainage that was withheld from past Requests for Payment, and the rate of retention withheld from subsequent Requests for Payment shall remain at five percent (5%) of the subsequent Request for Payment.

46.5 INTEREST ON RETAINAGE | At the end of each quarter, NSHE shall pay interest to Contractor on any amounts withheld as retainage during that quarter provided, however, that if the total interest due for a given quarter is less than five hundred dollars (\$500), NSHE may hold the interest payment until the earlier of: (a) the end of the subsequent quarter after which the amount of interest due equals or exceeds five hundred dollars (\$500); (b) the end of the fourth (4<sup>th</sup>) consecutive quarter for which no interest has been paid to Contractor; or (c) the full amount of the retention withheld under the Agreement becomes due pursuant to NRS 338.520.

46.6 FINAL PAYMENT | When NSHE has received satisfactory evidence that the Work and all requirements of the Contract Documents are fully and satisfactorily completed, NSHE will make final payment to Contractor consisting of the remaining unpaid balance of the Contract Amount due to Contractor.

Issuance of final payment shall constitute a waiver of all claims by NSHE except those arising from:

- Unsettled claims;
- Failure of Contractor to make payment properly to Subcontractors or for any labor, materials or equipment;
- Faulty or defective work;
- Failure of the Work to comply with the requirements of the Contract Documents;
- Indemnity claims; or,
- Terms of any special guarantees required by the Contract Documents.

If any such claims remain unsatisfied after all payments are made, Contractor shall refund to NSHE all moneys NSHE may be compelled to pay in discharging such claims and costs related thereto.

The acceptance by Contractor of final payment shall constitute a full and final release and waiver of all Contractor claims against and all liability of NSHE for all things done or furnished in connection with the Work and for every act and neglect of NSHE and others relating to or arising out of the Work. No payment, final or otherwise, shall operate to release Contractor or Surety from any obligations under the Agreement, or, if applicable, the Performance or Payment Bond.

As a condition to receiving final payment, Contractor shall submit all O&M Manuals, Record Drawings, , and all other close-out documents as may be applicable under the Contract Documents.

*Remainder Intentionally Blank*



**ADDENDUM A  
INSTITUTION CONTACTS**

<p><b>Desert Research Institute</b> Project Representative: Desert Research Institute Campus Planning and Physical Plant – Facilities 2215 Raggio Parkway Reno, Nevada 89512 775-673-7388</p> <p>Adopted Standards: n/a</p> <p>Address for Section 39.5: Desert Research Institute Campus Planning and Physical Plant – Facilities 2215 Raggio Parkway Reno, Nevada 89512 775-673-7388</p> <p>Addresses for Section 46.2: Email: accountspayableinvoice@dri.edu</p> <p>Mailing: Desert Research Institute   Financial Services Office 2215 Raggio Parkway Reno, Nevada 89512</p>	<p><b>Great Basin College</b> Project Representative: Great Basin College   Building and Grounds Department 1500 College Parkway Elko, Nevada 89801 775-738-8493</p> <p>Adopted Standards: n/a</p> <p>Address for Section 39.5: Great Basin College   Building and Grounds Department 1500 College Parkway Elko, Nevada 89801</p> <p>Addresses for Section 46.2: Email: controller@gbcnv.edu</p> <p>Mailing: Great Basin College Attn: Controller’s Office 1500 College Parkway Elko, Nevada 89801</p>
<p><b>Truckee Meadows Community College</b> Project Representative: Truckee Meadows Community College Facilities Operations and Capital Planning 7000 Dandini Boulevard, FS 100 Reno, Nevada 89512-3999 775-673-7100</p> <p>Adopted Standards: n/a</p> <p>Address for Section 39.5: Truckee Meadows Community College Facilities Operations and Capital Planning 7000 Dandini Boulevard, FS 100 Reno, Nevada 89512-3999</p> <p>Addresses for Section 46.2: Email: TMCCAP@tmcc.edu</p> <p>Mailing: Truckee Meadows Community College Attn: Controller’s Office 7000 Dandini Boulevard, RDMT 318 Reno, Nevada 89512-3999</p>	<p><b>University of Nevada, Reno</b> Project Representative: University of Nevada, Reno   Facilities Services Department 1664 N. Virginia Street M/S 0182 Reno, Nevada 89557-0182 775-784-6514</p> <p>Adopted Standards: Design and Construction Standards (on-line at: <a href="https://www.unr.edu/facilities/design-const-standards">https://www.unr.edu/facilities/design-const-standards</a>)</p> <p>Address for Section 39.5: University of Nevada, Reno Facilities Services/MS 0182 Reno, Nevada 89557-0182 -And- University of Nevada, Reno Environmental Health and Safety/MS 0328 Reno, Nevada 89557-0328</p> <p>Addresses for Section 46.2: Email: ProjectAccounting@unr.edu Mailing: University of Nevada, Reno Facilities Services/MS 0182 Attn: Project Accounting Reno, Nevada 89557-0182</p>

**Western Nevada College**

Project Representative:

Western Nevada College  
Facilities Management & Planning Department  
2201 West College Parkway  
Carson City, Nevada 89703  
775-445-4259

Adopted Standards:

n/a

Address for Section 39.5:

Western Nevada College  
Facilities Management & Planning Department  
2201 West College Parkway  
Bristlecone Building, Room 125A  
Carson City, Nevada 89703

Addresses for Section 46.2:

Email:  
cashier@wnc.edu

Mailing:

Western Nevada College  
Attn: Controller's Office  
2201 West College Parkway  
Bristlecone Building, Room 105  
Carson City, Nevada 89703