

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

These Purchase Order Terms and Conditions for Professional Services apply to the Purchase Order (“PO”) issued by the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Reno (“Owner” or “NSHE”) to the “Consultant” identified on the PO. Consultant warrants that it is fully licensed to provide the design, architectural, and/or engineering services which are the subject of the PO. Owner and Consultant 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 Consultant (the “Agreement”) with respect to the 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 Consultant’s acceptance are expressly rejected. If construed as an acceptance of Consultant’s signed proposal for professional services relating to the Project, Owner rejects any terms of Consultant’s offer at variance with or supplemental to these Terms and Conditions, and Owner expressly conditions its acceptance on Consultant agreeing to these Terms and Conditions. Consultant shall be deemed to accept these Terms and Conditions if Consultant commences performance of the Services. Any purported rejection contained in Consultant’s standard invoice or similar transaction document is not effective.

### **2 | FEES**

As full compensation for the complete and faithful performance of all professional services and work required by the Agreement (the “Services”), Owner will pay and Consultant shall accept a total fixed fee not to exceed the amount listed on the PO. The amount listed on the PO is inclusive of all reimbursables, and no additional monies, fees, or compensation shall be paid by Owner without an approved written modification to the PO.

### **3 | INCORPORATED DOCUMENTS**

The Parties agree that the following documents, by this reference, are incorporated into and made a part of the Agreement:

1. University of Nevada, Reno Adopted Standards (available at <https://www.unr.edu/facilities/design-const-standards>);
2. Proof of Professional Liability Insurance;
3. Proof of General Liability Insurance;
4. Proof of Workers’ Compensation Insurance;
5. Consultant’s Proposal for Design Services (excluding any terms and conditions contained therein) identified on the PO.

Commencement of the Services shall constitute the representation by Consultant that it has examined the contents of the above incorporated documents, has read and understands the same, and specifically agrees to be bound thereby. In the event of any conflict between these Purchase Order Terms and Conditions and the documents incorporated above, these Purchase Order Terms and Conditions.

### **4 | PERFORMANCE AND PAYMENT**

4.1 **CONTRACT TIME** | Time is an essential element used in determining the compensation established above and shall be of the essence in this Agreement. Consultant agrees to satisfactorily complete all Services by the date identified on the PO as the “Due Date.” Failure to comply with the Due Date identified on the PO shall constitute a material breach of contract. Owner will give consideration to requests for time extensions for delays beyond Consultant’s control.

#### **4.2 PAYMENT**

4.2.1 Except as provided below, not later than thirty (30) calendar days after approval by Owner of a request for payment, a lump sum progress payment shall be made in accordance with the schedule of payments.

4.2.2 **SCHEDULE OF PAYMENTS** | Consultant shall prepare and submit a schedule of payments of the various portions of the Services to NSHE within fourteen (14) calendar days after issuance of the PO. Schedule of payments must be prepared in such form as required by NSHE, and supported by such data to substantiate its correctness as NSHE may require. This schedule, when approved by NSHE, shall be the format for each payment request.

4.2.3 **INVOICES** | All payment requests and invoices must reference the Purchase Order Number and the Project Number. Submit the invoice via email to: [fsaccounting@unr.edu](mailto:fsaccounting@unr.edu). If Consultant cannot email an invoice, it must be mailed to:  
University of Nevada, Reno  
Facilities Services/O182  
Reno, Nevada 89557

4.2.4 A final progress payment of ten percent (10%) of the total fee shall not be due or payable until Final Completion has been achieved, and the record drawings have been accepted by Owner. Acceptance by Consultant of the final fee

payment shall constitute a full and final release and waiver of any and all Consultant claims against and all liability of NSHE for all things done or furnished in connection with the Project and for every act and neglect or NSHE and others relating to or arising out of the Project.

- 4.2.5 In the event Owner disputes a payment, or any portion thereof, Consultant claims is due under this Agreement, Owner shall, within thirty (30) calendar days of Owner's receipt of Consultant's request for such payment, give written notice to Consultant (i) setting forth the amount of the payment request that Owner disputes, and (ii) containing a reasonably detailed explanation of the reason Owner disputes the payment request. Any amounts so disputed shall not be due to Consultant unless and until Consultant has corrected the deficiencies identified in Owner's written notice.
- 4.2.6 No payment or advance made to Consultant shall be construed as evidence of (i) acceptance of any Services or compliance by Consultant with the terms of the Agreement; (ii) a waiver by Owner as to Services later found to be defective or incomplete; or (iii) a release of Consultant from its obligations to correct defective or incomplete Services.

## 5 | OWNERSHIP AND USE OF DOCUMENTS

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

## 6 | INSURANCE

- 6.1 Without limiting any of the other obligations or liabilities of Consultant, Consultant shall, at Consultant'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. The coverage requirements established herein shall apply as primary and not excess to any insurance carried by Owner, and shall be maintained throughout the term of the Agreement as specified. Insurers must be approved to do business within the state of Nevada.
- 6.2 **PROFESSIONAL LIABILITY** | Consultant shall maintain Professional Liability insurance in the amount of each Occurrence/Incident/Claim of one-million dollars (\$1,000,000) and in Aggregate of three million dollars (\$3,000,000). In the event that any professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time Services under this Agreement are completed. The insurance shall cover the period of design and construction of the Project.
- 6.3 **COMMERCIAL GENERAL LIABILITY** | Consultant shall maintain Commercial General Liability insurance in the following minimum amounts:

General Aggregate	\$2,000,000
Products-Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Consultant's policy shall be endorsed to include the following language: "The Board of Regents of Nevada System of Higher Education on behalf of the University of Nevada, Reno shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant/subconsultant, including completed operations". The policy shall contain a waiver of subrogation against Owner.

- 6.4 **BUSINESS AUTO** | Business Auto insurance is required for any work performed by Consultant on property owned by NSHE (including, but not limited to, meetings with the Owner and job site visits). Coverage shall be provided for owned, non-owned and hired autos used in connection with this Agreement, with the minimum Combined Single Limit (CSL) of \$1,000,000. Consultant's policy shall be endorsed to include the following language: "The Board of Regents of Nevada System of Higher Education on behalf of the University of Nevada, Reno shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including autos owned, leased, hired, or borrowed by Consultant."
- 6.5 **WORKERS COMPENSATION** | Nevada Law requires that Consultant 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. A certificate evidencing coverage, or proof that compliance is not required, shall be filed with Owner within ten (10) calendar days after execution of the Agreement and prior to commencing any Services.

- 6.6 The certificates of insurance shall include the Project/contract number and name, and shall be filed with Owner evidencing the required coverage within ten (10) calendar days after execution of the Agreement and prior to commencing any Services. The certificates shall, for each required policy, include a ten (10) calendar day written notice of cancellation due to non-payment of premium.
- 6.7 NOTICE OF CANCELLATION | Consultant shall not suspend, void, or cancel any insurance policy or provision required herein except after providing thirty (30) calendar days' prior written notice to Owner; provided, however, when cancellation is for non-payment of premium, then ten (10) calendar days' prior written notice may be given.
- 6.8 For each insurance policy where Owner is required to be named as an additional insured, Owner shall be additional insured to the full limits of liability purchased by the Consultant, even if those limits are in excess of those required by this Agreement.
- 6.9 Owner is not liable for the payment of any premiums, deductible or any assessments on any insurance policies purchased by Consultant. The Parties acknowledge and agree that the fee paid to Consultant hereunder accounts for any costs Consultant may incur in naming Owner as an additional insured under such policies.

## **7 | INDEMNIFICATION**

- 7.1 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and its officials, officers, employees and agents (each an "Indemnified Party"), from and against all liabilities, claims, actions, proceedings, damages, losses, and expenses, including, but not limited to reasonable attorney's fees and costs, arising out of, resulting from or relating to the performance of this Agreement, provided that such liability, claim, action, proceeding, damage, loss or expense is either directly or indirectly attributable to the negligence, error, omission, recklessness, or intentional misconduct of Consultant, anyone directly or indirectly employed by Consultant, or anyone for whose acts Consultant may be liable (each a "Responsible Party").
- 7.2 To the fullest extent permitted by law, Consultant shall defend each Indemnified Party against all liabilities, claims, actions, proceedings, damages, and losses, provided that such liability, claim, action, proceeding, damage, or loss (i) arises out of, results from or relates to the negligence, error, omission, recklessness, or intentional misconduct of a Responsible Party, and (ii) is not based upon or arising out of the professional services of Consultant.
- 7.3 Consultant's obligations under this Section 7 shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described above. Further, such obligations shall not be diminished or limited in any way to the total limits of insurance required in this Agreement or otherwise available to Consultant.

## **8 | 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 Consultant 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.

## **9 | OWNER APPROVAL**

Approval by Owner of any documents, services, or work provided by Consultant under this Agreement shall not relieve Consultant of responsibility for performing the Services in accordance with the professional standards of care applicable hereunder.

## **10 | CLAIMS**

Should any claim or action be brought, either directly or indirectly relating to Consultant's Services, Consultant shall render to Owner without compensation any proper and necessary assistance which Owner may require, provided however, that if the claim or action is the result of conduct or negligence by Owner, Consultant shall be reasonably reimbursed by Owner for any assistance it may be required to provide.

## **11 | DISPUTES**

Should either Party institute any action or proceeding to enforce or interpret any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing Party shall be entitled to receive from the other Party such amounts as may be adjudged to be reasonable attorneys' fees and costs.

## **12 | TERMINATION**

- 12.1 This Agreement may be terminated by mutual written consent of the Parties. Owner, however, specifically reserves to itself the right at any time to terminate this Agreement without cause upon providing Consultant thirty (30) calendar days' written notice of termination.

12.2 A breach of any of the warranted provisions concerning professional and business licensure, nondiscrimination or payment to State officers or employees as set forth in this Agreement shall give Owner the right to terminate this Agreement without further compensation or payment to Consultant.

12.3 Upon termination, for other than a breach of a warranted provision, Owner shall make payment to Consultant of all fees due, but unpaid, for Services completed prior to the effective date of the termination to Owner's satisfaction. The making of such payments by Owner shall constitute a complete release of all responsibilities of Owner under the terms of this Agreement.

### **13 | FAIR EMPLOYMENT PRACTICES**

In connection with the performance of Services, Consultant 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. Consultant further agrees to insert this provision in all subcontracts relating to this Project. Any violation of this provision by Consultant shall constitute a material breach of contract.

### **14 | LEGAL COMPLIANCE**

Consultant agrees to and shall comply with 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, Consultant expressly agrees to and shall comply with all applicable provisions of NRS Chapters 338 and 341. Consultant shall further comply with all standards, rules, and regulations promulgated by any licensing bodies or professional organizations related to Consultant's profession. Consultant warrants that its Services shall be performed in a competent and workmanlike manner, consistent with the level of skill, care, and diligence which may be reasonably expected of other professionals within Consultant's profession. Consultant shall insert this provision in contracts it may have with any sub-consultant or other person who provides 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.

### **15 | INDEPENDENT CONTRACTOR**

The Parties agree that Consultant 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 Consultant is not a State employee, income taxes will not be withheld by the State, and that Consultant will not be entitled to any State insurance or benefits.

### **16 | AGREEMENT MODIFICATIONS**

This Agreement constitutes the entire agreement between the Parties and may be modified only by a written endorsement signed by the Parties. Without limiting the foregoing, the Parties recognize and agree that, except to the extent expressly incorporated in this Agreement by reference, the terms and conditions contained in any Purchase Order issued by either Party shall not be considered a part of this Agreement. Nothing in this Agreement shall be construed to give Consultant any contractual right to perform further design services for the Project, or any portion thereof, beyond those Services set forth in this Agreement.

### **17 | 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 Second Judicial District Court in and for the County of Washoe, State of Nevada.

### **18 | ASSIGNMENT**

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

### **19 | 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.

### **20 | INFORMATION ACCESS**

The books, records, documents and accounting procedures and practices of Consultant 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.

## 21 | 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.

## 22 | SERVICE REQUIREMENTS

- 22.1 DEFINITION OF SERVICES | Consultant's Services shall consist of those services performed by Consultant, its employees and consultants, and shall include architectural, civil, structural, mechanical, electrical, landscape architecture, all other special consultants, and all other services necessary to complete the Contract Documents in accordance with the terms of this Agreement.
- 22.2 SURVEYS | Consultant shall provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and landscaping; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All of the information on the survey shall be referenced to a Project benchmark. Survey work shall be completed in accordance with the requirements of the Nevada Division of State Lands.
- 22.3 ADOPTED STANDARDS
- 22.3.1 All aspects of the design shall conform to the most current edition of the University of Nevada, Reno Adopted Standards (on-line at: <https://www.unr.edu/facilities/design-const-standards>). The Parties acknowledge and agree that Owner may update the Adopted Standards from time-to-time without notice to Consultant. Consultant shall, at no additional cost to Owner, incorporate such changes to its design as are necessary to ensure compliance with any update to the Adopted Standards that is made prior to final approval of the construction documents by the State Public Works Division. Any deviations from the Adopted Standards must be approved in writing by Owner.
- 22.3.2 The Project shall be designed to LEED Silver Standard equivalency or better.
- 22.3.3 The Project shall be designed and coordinated with the use of Building Information Modeling (BIM) software.
- 22.4 COORDINATION
- 22.4.1 Throughout the design process, Consultant shall consult and coordinate with Owner and other consultants as may be required.
- 22.4.2 Consultant shall coordinate the work of the Project with the requirements of local utility and telephone companies, obtain all information necessary for services to the Project, and shall ascertain all utility company connection and/or permit fees.
- 22.4.3 Throughout the design process, Consultant shall coordinate with all applicable State and local agencies, and shall incorporate appropriate requirements and design criteria into the Contract Documents. Without limiting the foregoing, Consultant acknowledges that NRS 341.145(2) is applicable to the Project, and agrees that it shall comply with the requirements of State Public Works Division thereunder.
- 22.4.4 Consultant shall make on-site investigations, measurements, etc. to ascertain any existing conditions that may affect the Services.
- 22.4.5 Consultant shall verify with local governing authorities whether any major project review, special use permit, etc., is required for the Project. Consultant shall be responsible for preparing and filing all necessary documents, as required. Owner will pay any required fees to such local governing authorities.
- 22.4.6 Consultant shall coordinate with Owner to define the Project construction boundaries, staging, and field office locations.
- 22.5 CORRECTION OF SERVICES | Consultant shall promptly correct all Services that fail to conform to the provisions of this Agreement, and Consultant shall bear all costs of correcting such rejected Services, whether performed by Consultant or by any sub-consultant, without any fee increase.

## 23 | CONSTRUCTION DOCUMENTS

- 23.1 GENERAL REQUIREMENTS
- 23.1.1 Consultant shall prepare and satisfactorily complete within the time allowed, construction documents and a detailed construction cost estimate for approval by Owner. Thoroughly check and coordinate all drawings and specifications prior to submitting them to Owner.

- 23.1.2 Revise the construction documents as may be required as a result of plan checking.
- 23.1.3 Consultant shall meet with Owner to present and review the construction documents after all plan check comments have been addressed and have been incorporated into the construction documents. The meeting location shall be as directed by Owner. Documents to be presented and reviewed at this meeting shall include Supplemental General Conditions, Technical Specifications, bid alternates, and the Bid Proposal Form. Approval of the construction documents submittal shall be obtained before payment may be issued and before proceeding with the printing of the bid documents.
- 23.1.4 Prior to printing the bid documents, Consultant shall ascertain all utility company connection and/or permit fees, including fees to be charged by the utility company for work to be performed by the utility company.

## 23.2 PLAN CHECKING AND APPROVALS

- 23.2.1 Consultant shall provide complete sets of construction documents and calculations for review by designated plan checkers. Construction documents shall be one-hundred percent (100%) complete, including all interdisciplinary coordination. Structural, mechanical and electrical calculations shall be bound and indexed. Computer calculations shall include both input and output and shall be clearly correlated to the construction documents.
- 23.2.2 Provide written responses to all plan check comments within fourteen (14) calendar days of receipt thereof.
- 23.2.3 Incorporate appropriate solutions to all plan check comments into the construction documents and revise the construction cost estimate accordingly.
- 23.2.4 Consultant shall obtain written approval of the construction documents from the following State agencies:
  - A. Owner
  - B. State Public Works Division
  - C. State Fire Marshal
- 23.2.5 Consultant shall obtain review comments from the following county and/or municipal agencies:
  - A. Fire Department
  - B. All utility purveyors

Review comments that either conflict with State requirements or which substantially affect the Project cost shall be brought to the attention of Owner for resolution.

## 24 | BID DOCUMENTS

### 24.1 GENERAL REQUIREMENTS

- 24.1.1 From approved construction documents, Consultant shall prepare and satisfactorily complete the bid documents within the time allowed.
- 24.1.2 Consultant shall prepare a separate bid package including specifications for all furniture and furnishings.
- 24.1.3 Consultant shall prepare a separate bid package for all honorarium signage, if applicable.
- 24.1.4 Bid documents prepared by Consultant shall include the Drawings, Specifications and Addenda. Owner will provide one copy of the following documents for duplication and incorporation into the Project manual:
  - A. Invitation to Bid;
  - B. Instructions to Bidders;
  - C. Bid Proposal Form;
  - D. Owner-Contractor Construction Agreement;
  - E. Other boiler plate documents as applicable.

Consultant shall assemble, print and bind the required number of sets of bid documents, and shall distribute the sets of bid documents as directed by Owner.

- 24.1.5 Issue all required addenda to contractors bidding the Project. No addenda shall be issued less than seventy-two (72) hours before the bid time established in the Notice to Contractors/Invitation to Bid.
- 24.1.6 Attend any pre-bid conferences.
- 24.1.7 Review all bids received and provide Owner with a recommendation for the award of the Construction Contract.

### 24.2 BIDS IN EXCESS OF CONSTRUCTION BUDGET

- 24.2.1 If the low bid received exceeds the construction budget, and Owner provides additional funding to award a higher construction value or the bid is negotiable under applicable law, revise all bid documents as necessary to conform to the negotiations with the low bidder and provide all copies necessary for an awarded contract.
  - 24.2.2 If the low bid received exceeds the construction budget, and Owner does not provide additional funding to award a higher construction value or the bid is not negotiable under applicable law, revise all bid documents and furnish new bid documents to Owner with appropriate work scopes conforming to the original construction budget, at no increase in fee, and repeat all requirements of this Section 24.
  - 24.2.3 The intent of the bid documents and Consultant's construction cost estimate shall be to provide a Project that can be completed within the construction budget, not including contingency. The contingency is intended for use during the construction phase of the Project only.
- 24.3 BIDS BELOW CONSTRUCTION BUDGET | If the low bid is less than the agreed upon construction budget, at Owner's election Consultant's fee shall be either adjusted proportionately downward, or Consultant shall provide professional services for such additional construction work as required to equal the established total construction budget.

## **25 | CONSTRUCTION ADMINISTRATION**

### **25.1 GENERAL REQUIREMENTS**

- 25.1.1 Consultant shall provide construction administration services as described in the Owner-Contractor Construction Agreement and herein.
- 25.1.2 The Construction Administration Phase shall commence with the issuance of the Notice to Proceed (or Purchase Order if no separate Notice to Proceed is issued), and terminate upon Final Completion.
- 25.1.3 Consultant shall provide technical assistance to Owner's personnel.
- 25.1.4 Consultant shall attend the pre-construction conference. Consultant shall prepare and submit a list of significant issues to be addressed at the pre-construction conference.
- 25.1.5 Consultant shall provide assistance with planning and overseeing the installation of FF&Es, if applicable, in coordination with Owner.

### **25.2 SITE VISITS**

- 25.2.1 Consultant and its sub-consultants shall make periodic visits to the site to familiarize themselves with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. Consultant shall visit the site at least once per month. It is Consultant's responsibility to ensure Contractor's Work is performed in accordance with the Contract Documents, and Consultant shall issue a *Notice of Non-Conformance* to Contractor when Work is not performed according to such Contract Documents.
- 25.2.2 Site visits shall be coordinated with Owner.

- 25.3 INTERPRETATIONS | Consultant will be the interpreter of the Drawings and Specifications. Consultant shall, within a reasonable time but in no event later than the timeframe required in the Owner-Contractor Construction Agreement, render such written interpretations as may be necessary for proper execution of the Work. All interpretations and decisions by Consultant shall be consistent with the intent of the Contract Documents.

### **25.4 CHANGE ORDERS**

- 25.4.1 Consultant shall prepare Change Orders and/or Construction Change Directives for review and approval by Owner.
- 25.4.2 Consultant shall issue no order to Contractor that might commit Owner to extra expenses, or otherwise amend the Construction Contract, without first obtaining the approval of Owner.
- 25.4.3 Consultant shall prepare drawings, specifications and other supporting documentation as required to facilitate changes in the Work.
- 25.4.4 Consultant shall review and evaluate proposals from Contractor regarding changes in the Work.

- 25.5 MINOR CHANGES IN THE WORK | Consultant shall have authority to order minor changes in the Work that 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 and shall be implemented only through written order.

- 25.6 SHOP DRAWING REVIEW | Consultant shall review Shop Drawings and submittals within fourteen (14) calendar days of receipt thereof for conformance with the Contract Documents.

- 25.7 CONTRACTOR'S REQUESTS FOR PAYMENT | Based upon site observations and Contractor's Requests for Payment, Consultant shall review and evaluate the amounts claimed by Contractor. Requests for Payment shall be reviewed each month at the Project site with Contractor and Owner.
- 25.8 CONTRACTOR CLAIMS | Consultant shall review and evaluate claims relating to the execution and progress of the Work. Decisions in matters relating to aesthetic effect shall be consistent with the intent of the Contract Documents. Decisions regarding Contractor performance are subject to approval by Owner.
- 25.9 AS-BUILT DRAWINGS | Consultant and its sub-consultants shall continually monitor and evaluate the progress and quality of Contractor's as-built drawings, which shall indicate the complete Project as constructed, including dimensioned locations and sizes of buried utility lines. At a minimum, Consultant and its sub-consultants shall review the as-built drawings each month, prior to evaluating Contractor's Request for Payment.
- 25.10 PROJECT COMPLETION AND GUARANTEES | Consultant shall conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to Owner all records, written warranties and related documents required by the Contract Documents and assembled by Contractor.
- 25.11 OPERATING AND MAINTENANCE MANUALS | Consultant shall review all O & M manuals with Owner prior to approval.
- 25.12 RECORD DRAWINGS
- 25.12.1 Consultant shall prepare a set of reproducible record drawings and an electronic compact disc(s) copy of CADD drawings showing changes in the Work made during construction based on the as-built drawings and other data furnished by Contractor to Consultant.
- 25.12.2 Reproducible record drawings shall incorporate all pertinent revisions and changes that may have occurred during the course of construction. All revisions and changes shall be properly drawn and noted by a qualified draftsman. Each sheet shall be prominently noted "RECORD DRAWING" and will be signed and dated by Consultant or Engineer of record. On the cover sheet, the following information shall be recorded: general contractor, final contract amount, and the start and completion dates of construction. The reproducible sheets shall all be of the same standard size and furnished at no added cost to Owner.
- 25.12.3 In addition to the record drawings on sheets, when the Project has been designed with the use of CADD, Consultant shall furnish Owner record drawings on compact discs in both CADD and PDF formats.

## **26 | POST CONSTRUCTION SERVICES**

- 26.1 WARRANTY
- 26.1.1 Consultant and its sub-consultants shall coordinate and attend an eleven (11) month warranty inspection at the Project site.
- 26.1.2 Consultant shall provide written opinions or interpretations regarding warranty items for the duration of the Warranty Period.
- 26.2 ERRORS AND OMISSIONS | Consultant shall assist Owner and prepare drawings and specifications that are needed to correct Project deficiencies resulting from Consultant's errors or omissions. Consultant shall be responsible for additional construction costs that result from errors and/or omissions in the design documents.

## **27 | OWNER RESPONSIBILITY**

- 27.1 CONSTRUCTION BUDGET | Owner shall establish and periodically update an overall budget for the Project.
- 27.2 PROJECT MANAGER AND CONSTRUCTION MANAGER | Owner shall designate a Project Manager and/or a Construction Manager authorized to act on Owner's behalf with respect to the Project. The Project Manager and the Construction Manager shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Services.
- 27.3 ADVERTISEMENT FOR BIDS | Owner will prepare and advertise the Invitation to Bid.
- 27.4 GEOTECHNICAL | Unless otherwise agreed, Owner shall furnish the services of geotechnical engineers when such services are necessary. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 27.5 MATERIALS TESTING | Unless otherwise agreed, Owner shall furnish the services of a materials testing laboratory when such services are necessary.



27.6 THIRD PARTY COMMISSIONING | Unless otherwise agreed, Owner shall furnish the services of a third party commissioning agent when such services are deemed necessary by Owner.