MINERAL COUNTY SCHOOL DISTRICT
751 A. STREET
Hawthorne, Nevada 89415
BOARD OF TRUSTEES SPECIAL MEETING
Tuesday, January 27, 2026

RECEIVED MINERAL COUNTY CLERK
JAN 21 '26 PM4:26

LOCATION OF MEETING: **Arlo K. Funk Building**
751 A Street
Hawthorne, NV 89415

I would like to acknowledge that this meeting is being held on or broadcasted on traditional lands of the Paiute People, and pay our respect to elders both past and present.

Please Note: The Board reserves the right: (1) to take agenda items in a different order, (2) to combine two or more agenda items for consideration, and (3) to remove an item from the agenda or delay discussion relating to an item on the agenda at any time, in order to accomplish the business on the Agenda in the most efficient manner.

CALL TO ORDER: 5:30 PM

1. Certification of Public Notice, Roll Call, and Pledge of Allegiance

ACTION ITEMS: (FOR POSSIBLE ACTION)

There will be an opportunity for public comment on each **Action Item** following Board discussion on the item and before the Board makes a motion on the item. You may request to speak by raising your hand during the Public Comment period or by completing a Request to Address the MCSD Board form prior to the Public Comment period. Those who submit the form will normally be called on first. Speaking time will be limited to a maximum of 3 minutes. The President may allow additional time to a given speaker as time allows and in his/her discretion.

1. **Recommendation:** Discussion and possible approval of the contract between OASIS Air Conditioning, heating and Sheet Metal and Mineral County School District.
Supporting Information: Discussion and possible approval of the contract with OASIS Air Conditioning, heating and Sheet Metal and Mineral County School District. Mineral County High School Gym Building HVAC Upgrade, Hawthorne, NV. Project No. PWP-MI-2025-343
Budget Consideration: Capital Funded $1,620,530.00

GENERAL PUBLIC COMMENT:

It is the School Board's intention to listen and be responsive to the public's concerns. Comments from the public regarding topics not on the agenda are invited at this time. You may request to speak by raising your hand during the General Public comment period or by completing a Request to Address the MCSD Board form prior to the General Public Comment period. The Board may discuss items that are introduced, however, by law, the Board cannot take any action, reach a consensus or hear personal attacks at this time. Those who submit the form will normally be called on first. Speaking time will be limited to a maximum of 3 minutes. The President may allow additional time to a given speaker as time allows and in his/her discretion.

ADJOURNMENT:

The Agenda of this meeting has been posted at the following locations: 1) Administration Office, 2) Hawthorne Post Office, 3) Schurz Post Office, 5) Mina Post Office, 6) County Courthouse 7) School Offices.
Mineral County School District is pleased to provide accommodations for individuals with disabilities. If you have a disability, please let us know, and we will provide assistance or accommodate you in any way that we possibly can. Copies of agenda and supporting material may be picked up at the Mineral County School District Arlo K. Funk District Services Center, 751 A. Street, Hawthorne, Nevada, or by contacting Crystal Sasser at (775) 945-2403, prior to the scheduled meeting.

MINERAL COUNT
SCHOOL DISTRICT

Mineral County High School Gym Building HVAC Upgrade
Hawthorne, Nevada

Project No. PWP-MI-2025-343

CONTRACT
WITH OASIS AIR
CONDITIONING, HEATING AND
SHEET METAL

Contract Between Owner and General Contractor

This CONTRACT BETWEEN OWNER AND GENERAL CONTRACTOR (this "**Agreement**") is made and entered into retroactively as of the Bid acceptance date of **December 17, 2025** (the "**Effective Date**") by and between OASIS AIR CONDITIONING, HEATING AND SHEET METAL, a Nevada corporation, doing business as Oasis Air Conditioning & Heating, whose mailing address is 1931 Grimes St Fallon, NV 89406 (the "**Contractor**"), and THE BOARD OF TRUSTEES OF THE MINERAL COUNTY SCHOOL DISTRICT, STATE OF NEVADA, whose mailing address is 751 A Street P.O. Box 1540 Hawthorne, NV 89415 (the "**Owner**"). Contractor and Owner may be individually referred to as a "**Party**" and collectively referred to as the "**Parties**."

RECITALS

WHEREAS, Contractor is in the business of providing installation, maintenance, and repair services, including HVAC services;

WHEREAS, Owner desires to upgrade the HVAC of the Mineral County High School gym building, which is located at 601 A Street Hawthorne, Nevada 89145;

WHEREAS, Owner desires to contract with Contractor to provide services to upgrade the HVAC of the Mineral County High School gym building; and

WHEREAS, Owner awarded Contractor with the following contract:

Mineral County High School Gym Building
HVAC Upgrade
Hawthorne, Nevada

PWP-MI-2025-343; and

WHEREAS, Contractor is willing to perform such services for Owner as set forth and described in the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, including the foregoing recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the Parties agree as follows:

Article I. Work

1.1 Contractor shall complete all Work specified in the Contract Documents (as defined below in Article V), in strict accord with the plans and specifications, in accordance with the terms and conditions of the Contract Documents.

Article II. Project Design Professional

2.1 The Project has been designed by and specifications furnished by Contractor, who shall have the rights assigned to Project Design Professional in the Contract Documents.

Article III. Contract Time The Work will be substantially completed within **Eighty-Two (82) calendar** days from the date stated in the Notice to Proceed. If Owner includes a Milestone Schedule in this Contract as Document 00200, then Contractor shall achieve substantial completion of each Milestone by the Designated Milestone Completion Date, in accordance with the Contract Documents.

1.2 The post-substantial completion "punchlist" will be fully completed, and the Work finally completed and ready for final payment in accordance with Document 01700 Contract Closeout, on or before **Fifteen (15) business** days from Substantial Completion.

1.3 Time is of the essence to the Contract Documents and all obligations thereunder, and prompt and timely performance of all such obligations is strictly required. Contractor acknowledges and recognizes that (1) Owner is relying upon, and entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time; and (2) Owner has entered into, or will enter into, binding agreements as to all or part of the premises where Work is to be completed based upon Contractor achieving Substantial Completion of the Work within the Contract Time. To that end, if, in the reasonable and good faith opinion of Owner, Contractor is, for whatever reason, delayed in the progress of the Work to the extent that the Work is not expected to be Substantially Completed within the Contract Time, then Owner may order Contractor to accelerate the construction of the Work by any means, including increasing manpower, increasing hours and/or days worked, and increasing and/or accelerating the project equipment, subcontractors, and/or suppliers. In the event of an acceleration order by Owner, Owner and Contractor shall immediately enter into good faith negotiations concerning the increase, if any, in the Contract Sum (as defined in Section 4.1) by reason of the acceleration. However, Contractor is required to immediately accelerate as ordered during, and regardless of the outcome of such negotiations. If and when Owner and Contractor reach an agreement as to the increase, if any, in the Contract Sum, then the agreement shall be evidenced by a Change Order. In the event Owner and Contractor do not or cannot reach such agreement, then the issues must be resolved by the claims process under the Contract Documents with the normal construction law rules applying. For example, to the extent that Contractor's delay is excusable, or the acceleration is for the convenience of Owner, Contractor is entitled to additional compensation; to the extent that Contractor's delay is not excusable, Contractor is not entitled to additional compensation by reason of the acceleration.

1.4 **LIQUIDATED DAMAGES.** Contractor acknowledges and agrees that if Contractor fails to complete substantially or causes the Substantial Completion of any portion of the Work within the Contract Time, then Owner will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as follows in this Section 3.4:

1.4.1 If Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, then Owner shall be entitled to retain or recover from Contractor, as liquidated damages for the delayed performance, and not as a penalty, the following per diem amounts commencing upon the first business day following expiration of the Contract Time and continuing until the actual Date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages Owner will incur as a result of delayed completion of the Work: **One Thousand and 00/100 Dollars U.S. (USD) ($1,000.00 USD)** per calendar day.

1.4.2 Owner may deduct liquidated damages described in Section 3.4.1 from any unpaid amounts then or thereafter due by Contractor to Owner under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Owner at the demand of Owner, together with interest from the date of the demand at a rate equal to the lower of the U.S. Department of Treasury's Treasury Bill Rate or the highest lawful rate of interest payable by Contractor.

1.4.3 If, and to the extent that, Contractor is delayed in the progress of the Work by an act or neglect of Owner, Project Design Professional or a separate contractor employed by Owner (an "**Owner Delay**"), then Contractor may apply for an extension of the Contract Time in accordance with the Contract Documents, but Owner Delay will not bar Owner from recovery of damages for Contractor delay beyond the Contract Time, as extended. If and after Contractor is granted an extension of the Contract Time for delay caused by Owner Delay, liquidated damages shall not be apportioned for any Owner Delay, or partial occupancy of the Work or Substantial Completion of a portion of the Work.

1.4.4 If, and to the extent that, Owner can meet the burden of proving that Owner has suffered actual damages as a result of Contractor delay substantially in excess of the assessable liquidated damages, then Owner may retain or recover the excess actual damages in addition to the liquidated damages.

1.4.5 Regardless of Owner's retention or recovery of liquidated damages for the period of the delay up to the Date of Substantial Completion, Owner may recover actual damages for breach of contract by Contractor accruing thereafter until final completion, such as for Contractor's failure to fully and timely complete uncompleted work (i.e., "punchlist" items).

1.4.6 If Owner lists milestone completion dates under Section 3.1 above, then Contractor shall pay Owner **One Thousand and 00/100 Dollars U.S. ($1,000.00 USD)** for each calendar day that expires after the time specified in Section 3.1 hereof until the Milestone is substantially complete, which measure of liquidated damages shall be presumed to be, except as provided below, the damages suffered by Owner resulting from delay in completion of the Milestone.

1.4.7 Liquidated damages shall compensate Owner only for damages for delay in performance, such as administrative, overhead, and loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover other actual damages suffered and recoverable by Owner, including,

without limitation, the cost of completion of the Work, damages resulting from defective work, costs of gym replacement (including relocating the gym), damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, or tenants), and defense costs thereof.

Article IV. Contract Sum

4.1 Owner shall pay Contractor the following flat fee for completion of the Work in accordance with the Contract Documents: **One Million Six Hundred Twenty Thousand Five Hundred Thirty and 00/100 Dollars U.S. (USD) ($1,620,530.00 USD)** (the "**Contract Sum**").

Article V. Contractor's Representations

Contractor represents and warrants the following to Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

5.1 That Contractor is, and its subcontractors are, financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

5.2 That Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder, within the Contract completion time;

5.3 That Contractor is authorized to do business in the State of Nevada and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project, including, without limitation a Nevada contractor's license in good standing that authorizes Contractor to perform the Work;

5.4 That Contractor's execution of this Agreement and its performance thereof is within its duly authorized powers;

5.5 That Contractor's duly authorized representative has visited the site of the Project, is familiar with the local and special conditions under which the Work is to be performed and has correlated on site observations with the requirements of the Contract Documents; and

5.6 That Contractor possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of this particular Project, and that it will perform the Work with the care, skill and diligence of such a contractor.

5.7 Contractor has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and

programs incident thereto.

5.8 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as built drawings, drawings or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in any report of Geotechnical Data and Existing Conditions, or which may appear in the Drawings, and accepts the determination set forth in these documents and Document 00700 General Conditions of the limited extent of the information contained in such reports and drawings upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

5.9 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.8 above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are, or will be, required by Contractor for such purposes.

5.10 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

5.11 Contractor has given Project Design Professional prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by Project Design Professional is acceptable to Contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon Contractor by law with respect to Contractor's duties, obligations, and performance hereunder. Contractor's liability hereunder shall survive Owner's final acceptance of and payment of the Contract Sum for the Work. All representations and warranties set forth in this Agreement, including, without limitation, this Article V, shall survive the final completion of the Work or the earlier termination of this Agreement.

Article VI. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work, consist of the following:

6.1 The term "**Contract Documents**" consist of all documents listed in the Table of Contents, including this Agreement, all Technical Specifications and other documents included in the "specbook" provided to Contractor by the Project Design Professional, and all Specifications, Drawings, Tables, and Schedules, provided by Owner or Project Design Professional, including all changes, addenda, and modifications thereto.

NOTE: The Contract Documents include the General Conditions (Document 00700) and the remaining Division 1 Specifications

(Documents 01040 – 01720) applicable to this Project are published in a document entitled "Master Contract Document" available at the District's Central Administration Office and incorporated into this Agreement by this reference. Copies of the Master Contract Document are available upon request.

6.2 There are no Contract Documents other than those listed above in this Article VI. Any report of Geotechnical Data and Existing Conditions and the information supplied through these documents, are not Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided herein and in Document 00700 General Conditions.

6.3 If, and to the extent that, there is a discrepancy or ambiguity in the Contract Documents, then the order of precedence provided in Section 1.05 (I) of the Document 00700 General Conditions shall control.

Article VII. Miscellaneous

7.1 Terms used in this Agreement are defined in Document 00700 General Conditions, Specifications and Document 01090, and will have the meaning indicated therein.

7.2 It is understood and agreed to that in no instance is any party signing this Agreement for or on behalf of Owner, or acting as an employee or representative of Owner, liable on this Agreement or Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 The Contract Sum includes all allowances and accepted alternates. Accepted alternates are: not applicable.

7.4 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract Documents, as determined by the Nevada Labor Commissioner, may be found in the Appendix to the Project Manual, which is hereby incorporated into this Agreement by this reference, and are on file at the office of the Nevada State Labor Commissioner, and the office of the Design Professional, and shall be made available to any interested party on request. Nevada Revised Statute (NRS) 338.060 provides as follows:

"1. Except as otherwise provided in subsection 8, a contractor engaged on a public work shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than $20 nor more than $50 for each calendar day or portion thereof that each workman employed on the public work is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor engaged on the public work.

2. Except as otherwise provided in subsection 8, a contractor engaged on a public work shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than $20 nor more than $50 for each calendar day or portion thereof for each workman employed on the public work for which the contractor or subcontractor willfully included inaccurate or incomplete information in the monthly record required to be submitted to the public

body pursuant to subsection 5 of NRS 338.070.

3. Except as otherwise provided in subsection 8, a contractor engaged on a public work shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than $20 nor more than $50 for each calendar day or portion thereof that each workman employed on the public work is not reported to the public body awarding the contract by the contractor or any subcontractor engaged on the public work as required pursuant to subsection 5 of NRS 338.070, up to a maximum of:

(a) For the first failure to comply during the term of the contract for the public work, $1,000; and

(b) For each subsequent failure to comply during the term of the contract for the public work, $5,000.

4. Except as otherwise provided in subsection 8, if a violation of more than one provision of subsections 1, 2 and 3 involves the same workman, the contractor shall forfeit the penalty set forth in each subsection that was violated.

5. A public body awarding a contract for a public work shall cause a stipulation setting forth the penalties specified in subsections 1 to 4, inclusive, to be inserted in the contract.

6. The Labor Commissioner shall, by regulation, establish a sliding scale based on the size of the business of a contractor engaged on a public work to determine the amount of the penalty to be imposed pursuant to subsections 1 and 2.

7. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the Labor Commissioner and the public body.

8. The Labor Commissioner may, for good cause shown, waive or reduce any penalty imposed pursuant to this section."

Contractor, and all of Contractor's subcontractors, shall timely make the weekly wage and hour report required by NRS 338.013 to the Nevada Labor Commissioner and Owner. The Report must be made on Nevada Labor Commissioner official form entitled: "Weekly Wage and Hour Report of Public Work Contractors for the Payroll Period Ending _____."

For Contracts under One Hundred Thousand and 00/100 Dollars U.S. ($100,000.00 USD), the general prevailing rates of per diem wages for each craft, classification, or type of worker as determined by the Nevada Labor Commissioner, are not applicable.

7.5 Payments Made by Owner to Contractor

7.5.1 Contractor shall promptly submit a progress bill to Owner monthly.

7.5.2 Progress Payments & Retainage

7.5.2.1 Except as otherwise provided in Section 7.5.3, Owner shall pay, or cause to be paid, to Contractor the progress payments due under this Agreement and the Contract Documents within thirty (30) days after the date Owner receives the progress bill, ninety-five percent (95%) of the amount of any progress payment must be paid and five percent (5%)

must be withheld as retainage.

7.5.2.2 After fifty percent (50%) of the Work required by the Contract Documents has been performed to Owner's satisfaction, Owner, in Owner's absolute discretion, may continue to withhold retainage from remaining progress payments.

(a) If Owner does not withhold any amount pursuant to Section 7.5.3:

(1) Owner may not withhold more than two and a half percent (2.5%) of the amount of any future progress payment; and

(2) Before withholding any amount pursuant to subparagraph (1), Owner must pay to Contractor fifty percent (50%) of the amount of any retainage that was withheld from progress payments pursuant to Section 7.5.2; or

(b) If Owner withholds any amount pursuant to Section 7.5.3, then Owner may continue to retain the amount of any retainage that was withheld from progress payments pursuant to Section 7.5.2.

7.5.3 Withholding by Owner After Contractor's Breach

7.5.3.1 Owner may withhold from a progress payment or retainage payment an amount sufficient to pay the expenses that Owner, in Owner's absolute discretion, reasonably expects to incur as a result of the failure of Contractor to comply with the Contract Documents or applicable building code, law or regulation, including, without limitation, the cost to complete an uncompleted punch list, the cost to complete uncompleted warranty work, Owner's actual damages, and liquidated damages.

7.5.3.2 Owner may use all retainage withheld under Sections 7.5.3 or 7.5.3.1 to complete or correct the Work after Owner gives a written notice to Contractor of any amount that will be used pursuant to this section.

7.5.3.3 If Owner receives a written notice of the correction of the condition that is the reason for the withholding, signed by an authorized agent of Contractor, then Owner shall, if Owner, in Owners absolute discretion, confirms that the condition has been corrected, pay the amount withheld by Owner within thirty (30) calendar days after Owner receives the next progress bill or retainage bill.

7.5.4 Final Payment of Retainage by Owner to Contractor

Any and all unpaid retainage must be paid by Owner to Contractor upon final completion of the Work in full compliance with the Contract Documents.

In connection with the performance of the Work under the Contract Documents, Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, gender identity or expression, age, disability, ancestry, or any other status legally protected by Nevada law. Such agreement shall include, but not be limited to, the

following: 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 hereunder, except subcontracts for standard commercial supplies or raw materials.

7.6 NRS 338.130 requires all contractors and subcontractors on all public works projects to give preference in hiring:

(a) First: to persons who:

(1) have been honorably discharged from the Army, Navy, Air Force, Marine Corps, or Coast Guard of the United States, a reserve component thereof or the National Guard; and

(2) are citizens of the State of Nevada.

(b) Second: to other citizens of the State of Nevada.

NRS 338.130 provides that if this statute is not complied with by Contractor, then this Agreement and the Contract Documents shall be void, and any failure or refusal to comply with any of the provisions of this statute shall render this Agreement and the Contract Documents void.

7.7 **Attorney's Fees and Costs.** In the event that any action, suit, or other legal or administrative proceeding (the "**Action**") is instituted or commenced by either Party against the other Party concerning the enforcement of this Agreement or Contract Documents, or otherwise related to or arising out of this Agreement or Contract Documents, the prevailing Party is entitled to recover its attorney's fees and court costs from the non-prevailing Party. The court or mediator is not allowed to find or conclude that neither Party prevailed or both Parties prevailed. The court or mediator is obligated to designate a "prevailing" Party regardless of how "close" the case is. The court's or mediator's discretion is to determine a reasonable amount of fees and expenses to award to the prevailing Party. "Expenses" means all out-of-pocket expenses incurred by the prevailing Party in investigating, preparing, and prosecuting the Action, whether or not they are "costs" defined by NRS 18.005. "Incurred" means the expense is related to the investigation, preparation, and prosecution of the Action and would not have been made "but-for" the Action. The prevailing Party may seek an award of attorney's fees and expenses by post-judgment motion in accordance with Nevada Rule of Civil Procedure (NRCP) 54(d) and need not offer proof of them at the Action's hearing. The expenses to be sought by the prevailing Party are contractual and need not be stated in a verified memorandum of costs in accordance with NRS 18.110, as amended, but, rather, may be itemized in the prevailing Party's post-judgment motion without source back-up documentation. If the non-prevailing Party timely opposes the motion, then the non-prevailing Party shall be obligated to include in the opposition an itemization of any line items of attorney's fees and expenses that the non-prevailing Party objects to, and the reason for the objection. If the non-prevailing Party makes a timely objection to any line items of attorney's fees or expenses itemized in the prevailing Party's motion, then the prevailing Party must then provide the source back-up documentation in the reply to the opposition.

7.8 This Agreement shall be deemed to have been entered into in the County of Hawthorne, Nevada, and governed in all respects by Nevada law.

7.9 Contractor and each subcontractor and other persons/entities who provide labor, equipment, materials, supplies, or services for the Work must at all times fully comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

7.10 Historical lack of enforcement of any local law shall not constitute a waiver of Contractor's responsibility for compliance with such law in a manner consistent with the Contract Documents unless and until Contractor has received written consent for the waiver of such compliance from Owner and the agency responsible for the local law enforcement.

7.11 No provision contained in this Agreement, or the Contract Documents, shall create or give to third parties any claim or right of action against Owner, the Project Design Professional, or Contractor except as specifically provided herein.

7.12 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability, or effect of the remaining parts and provisions of the Contract Documents.

7.13 **No Damages for Delay**: With the exceptions stated below, Contractor shall not be entitled to an increase in the Contract Sum or to any payment or compensation from Owner for delay, acceleration, disruption, or impact damages actually suffered by Contractor, including but not limited to, extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs, or other impacts arising from any cause whatsoever, including cause in whole or in part by Owner and/or Project Design Professional. Contractor's sole and exclusive remedy for delay, acceleration, disruption, or impact event actually suffered by Contractor and actually caused in whole or in part by Owner and/or Project Design Professional shall be an extension of the Contract Time on the condition that Contractor fully complies with all applicable time extension provisions of the Contract Documents. The exceptions are the following to the extent caused by one (1) or more of the following:

(1) Delays, acceleration, disruption, or impact event caused by Owner and/or Project Design Professional unreasonable under the circumstances;

(2) Delays, acceleration, disruption, or impact event caused by Owner and/or Project Design Professional's fraud, misrepresentation, concealment, or other bad faith;

(3) Delays, acceleration, disruption, or impact event caused by Owner and/or Project Design Professional's active interference with Contractor's performance under the Contract Documents;

(4) Delays, acceleration, disruption, or impact event not within the contemplation of the parties at the time this Agreement was entered into; and/or

(5) Delays, acceleration, disruption, or impact event for which Contractor has no responsibility whatsoever.

7.14 **Alternate Dispute Resolution:** Subject to the occurrence of the conditions precedent to dispute resolution stated in Section 1.12 of the Document 00700 General Conditions, the Parties must use mediation as a method of alternate dispute resolution before initiation of a judicial action with respect to all claims, disputes, and other

matters in question between Contractor, Surety and/or Owner arising out of or relating to this Agreement, the Project, the Work, the Contract Documents, or breach thereof. Any mediation arising out of or relating to this Agreement, the Project, the Work, the Contract Documents, or the breach thereof may include, by consolidation, joinder, or in any other manner, at Owner's sole option, any other entities or persons whom Owner believes to be substantially involved in a common question of fact or law.

7.15 **Student & Staff Safety:** Contractor shall not do any act, or allow any omission, which would endanger the safety of the students or staff of the Mineral County School District. Contractor shall not allow any worker, or employee of any supplier, to come onto any property of the Mineral County School District at any time during any day that school is in session if that worker or employee has been convicted of any one of the following crimes: any crime in which any child is the victim, any crime making the convicted person a sex offender, or any felony.

7.16 If this Agreement and Contract Documents was awarded to Contractor who submitted a bid preference affidavit under NRS 338.0117, and who received a five percent (5%) preference in bidding under NRS 338.147:

1. This Contract incorporates the requirements of paragraphs (a) to (e), inclusive, of NRS 338.0117(1). Paragraphs (a) to (e), inclusive, of NRS 338.0117(1), generally require that for the duration of this Project:

   (a) At least fifty percent (50%) percent of all workers employed on this Project, including, without limitation, any employees of Contractor and of all subcontractors engaged on this Project, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles (DMV);

   (b) All vehicles used primarily for this Project will be registered in Nevada;

   (c) At least fifty percent (50%) of the design professionals working on this Project, including, without limitation, any employees of Contractor and of any subcontractor engaged on this Project, will hold a valid driver's license or identification card issued by the Nevada DMV; and

   (d) At least twenty five percent (25%) of the suppliers of the materials used for this Project will be located in Nevada except to the extent that the Mineral County School District requires the acquisition of materials or equipment that cannot be obtained from a supplier located in Nevada; and

   (e) Contractor and all subcontractors engaged on this Project will maintain and make available for inspection within Nevada their records concerning payroll relating to this Project.

2. NRS 338.0117 mandates that a failure of Contractor to comply with any requirement of paragraphs (a) to (e), inclusive, of subsection 1 of NRS 338.0117, is a material breach of this Agreement and the Contract Documents and entitles Owner to liquidated damages in the amount of one percent (1%) of the cost of this Agreement and the Contract Documents.

7.17 The contractual obligations of Contractor extend to incomplete and defective Work remaining after substantial completion and subsequently discovered latent defects in

the Work after final completion. The failure of Contractor to: (1) complete the punchlist work required by the Contract Documents and achieve final completion within the time required by the Contract; (2) perform any post-substantial completion, or post-final completion, warranty work required by the Contract Documents within the time required by the Contract Documents; and/or (3) cure such failure within ten (10) business days of the date of notice from Owner to Contractor demanding such cure, is a default and material breach of the Contract Documents by Contractor, Contractor will be deemed to have abandoned the Work, and Owner will be entitled to: (1) declare Contractor in default; (2) terminate Contractor's right to proceed under the Contract Documents; (3) complete the unperformed work through its own forces and third-party contractors, recover the cost of that work from the retainage and recover the balance, if any, from Contractor, or demand the Performance Bond Surety to complete the unperformed work; and/or (4) any other remedy provided by law or equity.

7.18 Choice of Law: This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of Nevada, without giving effect to the conflict of laws provisions thereof.

7.19 Choice of Forum and Submission to Jurisdiction: Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, other than in the Eleventh Judicial District Court of Mineral County, Nevada, and any appellate court thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Eleventh Judicial District Court of Mineral County, Nevada, and any appellate court thereof, and agrees to bring any such action therein, and waives any claim or defense objecting to personal jurisdiction in such forum.

7.20 **Indemnification and Defense:** Contractor hereby agrees to defend (with counsel expressly approved in writing by Owner), indemnify, and hold harmless Owner, the Mineral County School District, and the employees, officers and agents of the Mineral County School District (each an "**Owner Indemnified Party**," and collectively, the "**Owner Indemnified Parties**"), from and against, and shall pay to the Owner Indemnified Party the amount of, or reimburse the Owner Indemnified Party for (which such obligation to pay or reimburse the Owner Indemnified Party shall apply and pertain to each and every obligation of indemnification of Contractor in favor of Owner and the Owner Indemnified Parties under this Agreement and the Contract Documents), any and all liabilities, damages, losses, deficiencies, claims, actions, proceedings, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, without limitation, reasonable attorneys' fees , the costs of enforcing any right to indemnification under this Agreement and the Contract Documents, and the cost of pursuing any insurance providers ("**Losses**"), to the extent that such liabilities, damages, losses, deficiencies, claims, actions, proceedings, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind are caused by, arising out of, or resulting from the breach of this Agreement or the Contract Documents, or by the negligence, acts, errors, omissions, recklessness, willful, or intentional misconduct of Contractor or any subcontractor.

7.20.1 **Indemnification Procedures**. An Owner Indemnified Party under Section 7.20 shall give Contractor: (a) prompt Notice in writing (as defined in Section 7.25) of the relevant claim; provided, however, that failure to provide such Notice shall not relieve Contractor from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure; and (b) reasonable cooperation, at Contractor's expense, in the defense of such claim. The Owner Indemnified Party shall have the right to control the defense and settlement of any such claim and to settle or dispose of any claims in a manner that affects the Owner Indemnified Party's rights or interest. The Owner Indemnified Party shall have the right to participate in the defense at its own expense and to employ separate legal counsel.

7.21 **Insurance and Bonding**:

7.21.1 **General Requirements**

7.21.1.1 Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its sole expense, procure, maintain, carry, and keep in full force and effect, not less than the following amounts, types, and coverages of insurance confirming to the minimum requirements set forth in this Section 7.21, or the Construction Documents, unless otherwise agreed to by Owner in writing. The required insurance coverage shall be procured before any work commences on the Project and shall be maintained continuously in full force and effect at all times. If Contractor fails to comply with this Section 7.21, then Contractor shall be considered in default of this Agreement and/or the Contract Documents if so determined by Owner.

7.21.1.2 Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its sole expense, cause each subcontractor and each sub-subcontractor involved with the Work under the direction and control of Contractor for this Agreement and the Contract Documents, to procure, maintain, carry, and keep in full force and effect insurance types and limits to conform to the minimum requirements set forth in this Section 7.21, or the Construction Documents, unless otherwise agreed to by Owner in writing. The required insurance coverage shall be procured before any work commences on the Project and shall be maintained continuously in full force and effect at all times. The required limits of general liability insurance for subcontractors shall be a minimum of Two Million and 00/100 Dollars U.S. ($2,000,000.00 USD) or the amount customarily carried by the subcontractor, whichever is greater, per occurrence for bodily injury, personal injury, and property damage. If Contractor fails to comply with this Section 7.21, then Contractor shall be considered in default of this Agreement and/or the Contract Documents if so determined by Owner.

7.21.1.3 Unless specified herein or otherwise Agreed to by Owner in writing, the required insurance shall be in effect prior to the commencement of Work by Contractor and shall continue in force until the latter of the following three (3) conditions:

(a) Final acceptance by Owner of the completed Work and acceptance of final payment by Contractor;

(b) At such time that the insurance is no longer required by Owner under the terms of the Contract Documents; or

(c) The expiration of any applicable law (including any statute of repose), by which any party may bring a claim against Owner.

7.21.1.4 As evidence of compliance with the insurance required by this Section 7.21, Contractor shall furnish Owner with all certificates of insurance (ACORD form 25-s or equivalent form approved by Owner in writing) prior to the award of the contract for Work. Contractor shall maintain all original copies of subcontractor insurance certificates for the duration of the Project and through the warranty period. Such records shall be furnished to Owner upon written request. The certificates for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf. All certificates, along with the required endorsements, shall be received and approved by Owner before any Work commences. Owner's project number, project location, and project description shall be noted on each certificate of insurance.

7.21.1.5 Owner reserves the right to require and obtain complete, certified copies of any and all policies required by the Contract Documents at any time. Complete copies of policies shall be promptly furnished by Contractor and by any subcontractor within thirty (30) calendar days after a written request is issued by Owner. In lieu of a required certificate of insurance, Contractor may furnish an original binder signed by an authorized representative of the insurer(s) for a maximum of sixty (60) days from the date of inception of the associated policy(ies). Said certificates of insurance or original binder must include the additional insured endorsement as required in Section 7.21.3.4.

7.21.1.6 With respect only to the bonds required by Section 7.21.7 (Performance and Payment Bonds), Contractor shall furnish Owner with properly executed bonds on forms acceptable to Owner and shall have affixed to each bond a certified copy of a current power of attorney of the attorney-in-fact who executed the bond on behalf of the surety.

7.21.1.7 All insurance policies provided by Contractor shall provide by endorsement that there will be no cancellation, reduction, or modification of coverage without forty-five (45) calendar days prior written notice to Owner. The required insurance shall be subject to the approval of Owner and all endorsements and forms shall be acceptable by Owner. If an insurance policy renews, lapses, or cancels during the period of this Agreement or the Contract Documents, or any extension thereof, then Contractor shall furnish Owner with evidence of placing a renewal or replacement policy prior to the effective expiration or cancellation date. Full copies of policies shall be furnished by Contractor, its subcontractors, and other contracting partners/parties within thirty (30) days after written request from Owner.

7.21.1.8 Contractor's insurers or sureties shall have and maintain throughout the period for which coverage is required, an A.M. Best Company Rating of "A-" or better and an A.M. Best Company Financial Size Category of

"X" or better, unless specifically waived by Owner in writing.

7.21.1.9 Insurers or sureties providing the insurance or providing the bonds required by this Agreement and the Contract Documents must be either:

(a) Authorized by certificates of authority issued by the Department of Insurance of the State of Nevada; or

(b) With respect only to the coverage required by Section 7.21.2 (Worker's Compensation), be authorized as a self-insurer under NRS 616.291.

7.21.1.10 The insurance provided by Contractor and his subcontractors pursuant to this Agreement and the Contract Documents shall apply on a primary basis and any other insurance or self-insurance maintained by Owner or an Owner's official, officer, agent or employee shall be in excess of and not contributing to the insurance provided by or on behalf of Contractor. Coverage maintained by Contractor or his subcontractors shall apply first, before any other insurance, on a primary basis, and without application of a deductible or self-insured retention unless otherwise specifically agreed to by Owner in writing. Such approval shall not relieve Contractor from payment of any deductible or self-insured retention.

7.21.1.11 Owner shall be named as additional insured on all insurance provided by Contractor as required in Section 7.21.3.4 (except for workers compensation insurance). The workers compensation policy shall provide a waiver of subrogation endorsement as required in Section 7.21.2.1.

7.21.1.12 Failure to maintain the required insurance or surety requirements may result in termination of this contract at Owner's option. If Contractor or its subcontractors fails to maintain insurance as set forth herein, then Owner shall have the right, but not the obligation, to purchase said insurance or bond at Contractor's and/or subcontractor's expense.

7.21.1.13 By requiring insurance herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Owner and such coverage and limits shall not be deemed as a limitation on Contractor's or subcontractor's liability under the indemnities granted to Owner in this Agreement or the Contract Documents.

7.21.2 **Workers Compensation**

7.21.2.1 Contractor's workers compensation insurance shall comply with all statutory requirements of the State of Nevada. Contractor's insurance or authorized self-insurance shall cover Contractor and, to the extent not otherwise insured, its Subcontractors of every tier for those sources of liability which would be covered by the standard Workers Compensation Policy as prescribed in NRS Chapter 616 and employers liability coverage without restrictive endorsements. Each policy shall contain a waiver of subrogation against Owner. In addition,

where appropriate, coverage shall be included for any other applicable federal or state law, including but not limited to, the Longshore and Harbor Workers Compensation Act, Maritime including Jones Act, and Federal Employers Liability Act.

7.21.2.2 Subject to the restrictions of coverage found in the Nevada Industrial Insurance Act (NRS Chapter 616), there shall be no maximum limit on the amount of coverage for liability imposed by this Act, the Longshore and Harbor Workers Compensation Act, or any other coverage customarily insured under Part One of a standard Workers Compensation Policy. The minimum amount of coverage for those coverages insured under Part Two of the Standard Workers Compensation Policy (inclusive of any amounts provided by an umbrella or excess policy) shall be those amounts stated under Section 7.21.8 (Required Limits of Insurance). If self-insured, then such insurance must be approved by Owner in writing.

7.21.3 **Commercial General Liability**

7.21.3.1 Contractor shall carry and maintain a Commercial General Liability Policy and, if necessary, Commercial Umbrella insurance, provided on a form at least as broad as the Insurance Services Office (ISO) CG 0001 1204 occurrence form (Contractor's policy is the CG 00 01 12 07 version) and shall cover all operations, activities and exposures of Contractor including, but not limited to, the following:

(a) Premises and Operations Liability;

(b) Products and Completed Operations Liability;

(c) Personal and Advertising Injury;

(d) Contractual Liability insuring the obligations assumed by Contractor in this Agreement;

(e) Liability which Contractor may incur as a result of the operations, acts, or omissions of his subcontractors, independent contractors, suppliers, their agents, or employees;

(f) "Claims Made" or "Modified Occurrence" coverage forms may not be used and are not acceptable (except for professional liability insurance);

(g) Defense costs and expenses shall not reduce the limits of insurance and shall not apply within any aggregate limit of insurance unless approved by Owner in writing; and

(h) Employment-related practices.

7.21.3.2 Contractor shall maintain per project coverage with separate limits of coverage applicable only to the work performed under the Contract Documents. 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 under Section 7.21.8 (Required Limits of Insurance)

7.21.3.3 Contractor shall continue to maintain the required Commercial General Liability coverage along with Products/Completed Operations coverage, without restrictive endorsements unless approved by Owner prior to the bid, for the applicable statute of repose of ten (10) years as detailed in NRS 11.200 *et seq.* or any applicable law after the date that the Certificate of Substantial Completion is issued. The minimum limits to be maintained by Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be the amounts stated under Section 7.21.8 (Required Limits of Insurance).

7.21.3.4 Additional Insured status and coverage to Owner, Owner's officials, officers, and employees shall be included in accordance with an endorsement attached to the policy and under the commercial umbrella, if any, providing coverage at least as broad as the unmodified IS 0 CG 2010 11/85 the combination of forms which include the unmodified ISO CG 20 10 07 04 and the CG 20 37 10 01 endorsements.

7.21.3.5 The endorsement shall name and list Owner, Owner's officials, officers, and employees as insureds under the Commercial General Liability and shall apply until the applicable state statute of repose has expired for potential defective workmanship.

7.21.3.6 This additional insured coverage shall apply on a primary basis and be "non-contributory" with respect to any other valid and applicable insurance, self-insurance or deductible afforded to Owner.

7.21.4 **Business Auto Liability Insurance**

7.21.4.1 Contractor's insurance shall cover Contractor for liability arising out of any auto and be written on any of the Unmodified forms at least as broad as the (ISO CA 0001, CA 00 055, CA 00 12, CA 00 20). The form shall include coverage for owned, non-owned, and hired autos used by the subcontractor, its employees, agents, or representatives. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

7.21.4.2 The minimum limits to be maintained by Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be the amounts stated under Section 7.21.8 (Required Limits of Insurance).

7.21.5 **Property Insurance**

7.21.5.1 Contractor will provide builders risk insurance as detailed herein and there shall be no exclusion in the builders risk policy for any resultant damage or caused by or resulting from workmanship, construction, materials, specifications, or design defect.

7.21.5.2 If the Contract Documents include both construction of or additions to buildings or structures and the installation of machinery or equipment,

then the builders risk insurance shall include coverage during transit, interim off-site storage and during post-installation testing. If the Contract Documents are solely for the purpose of installation of machinery or equipment in existing buildings or structures, then Contractor shall provide an all-risk installation floater including coverage during transit, interim off-site storage and during post-installation testing.

7.21.5.3 For builders risk the amount of insurance is to be one hundred percent (100%) replacement cost plus an additional fifteen percent (15%) for debris removal of the completed value including foundations of the entire addition(s), building(s) or structure(s). In the event that such builders risk coverage includes debris removal in excess of the policy limit, the limit shall not require the additional amount for debris removal. In the case of a remodel or renovation project, the policy limit shall be the greater of the project amount or Five Hundred Thousand and 00/100 Dollars U.S. ($500,000.00 USD). The extra expense sub limit shall be the greater of twenty percent (20%) of the policy limit or One Million and 00/100 Dollars U.S. ($1,000,000.00 USD).

7.21.5.4 The amount of insurance for an installation floater shall be one hundred percent (100%) of the installed replacement cost value, and valuation shall be replacement cost.

7.21.5.5 The builders risk policy or the installation floater must not be subject to any limitation or exclusion of coverage because of occupancy of the building(s), addition(s) or structure(s) in the course of construction or the putting to use of the machinery or equipment. The policy must be endorsed to provide that, subject to the notice of cancellation requirement, coverage will continue to apply until the certificate of substantial completion is issued by Owner for the building(s), building addition(s) or structure(s), or the machinery or equipment.

7.21.5.6 Owner reserves the right to require Contractor to provide other forms of property insurance if so determined by Owner.

7.21.5.7 Any policy or policies shall name Owner as sole loss payee. Contractor shall comply with all warranties required by the insurer. Any deductible shall be the responsibility of Contractor.

7.21.6 **Professional Liability Insurance**

7.21.6.1 Contractor shall obtain and maintain professional liability insurance coverage for each consultant, independent contractor, and/or subcontractor providing professional services to Contractor, with minimum limits of One Million and 00/100 Dollars U.S. ($1,000,000.00 USD) per occurrence.

7.21.7 **Performance and Payment Bonds**

7.21.7.1 Performance and payment bonds are required for all contracts in excess of One Hundred Thousand and 00/100 Dollars U.S. ($100,000.00 USD) (per NRS 339.025). Upon notification to the bidder of the acceptance of the bid, the successful bidder shall immediately

cause to be executed all required performance and payment bonds (including those required for subcontractors) in a form acceptable to Owner for one hundred and fifty percent (150%) of the Contract Sum. The performance and payment bonds shall be furnished no later than fifteen (15) calendar days after this Agreement is awarded.

7.21.7.2 Owner reserves the right to require Contractor to obtain performance and payment bonds for any subcontractor, each in the amount of one hundred and fifty percent (150%) of the subcontractor's bid. Owner will pay the actual cost of any bond so required, not including any overhead and profit. If said bonds cannot be obtained within sixty (60) calendar days of notification, then the subcontractor shall be replaced at no additional cost to Owner.

7.21.7.3 Owner will not require Contractor to increase the performance and payment bonds to accommodate change orders. Owner will not pay additional costs for increased bond fees resulting from change orders.

7.21.8 **Required Limits of Insurance**

7.21.8.1 The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

7.21.8.2 Commercial General Liability:

(a) Minimum limits for all contract amounts are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits (Designated Project or Premises) endorsement.

(b) General Liability: Two Million and 00/100 Dollars U.S. ($2,000,000.00 USD) per occurrence and Four Million- and 00/100 Dollars U.S ($4,000,000.00 USD) in both the General Aggregate and Products/Completed Operations Aggregate or the amount customarily carried by Contractor, whichever is greater, combined single limit per occurrence for bodily injury, personal injury, and property damage. The General Aggregate must be on a "per Project" basis. General Liability coverage shall specifically apply to the acts and/or omissions of Contractor and its subcontractors. Moreover, the above General Liability coverage shall be maintained in full force and effect for ten (10) years from the date of completion of this Project, and shall solely apply to this Project;

(c) Products/Completed Operations Aggregate: Four Million and 00/100 Dollars U.S ($4,000,000.00 USD);

(d) Personal and Advertising Injury: Four Million and 00/100 Dollars U.S ($4,000,000.00 USD);

(e) Each Occurrence: Two Million and 00/100 Dollars U.S. ($2,000,000.00 USD);

(f) Fire Damage (Any One (1) Fire): $NIL; and

(g) Medical Expense (Any One (1) Person): $NIL.

7.21.8.3 Workers Compensation/Employers Liability

(a) State Industrial and Occupational Disease Insurance. Obtain statutory limits of state industrial and occupational disease insurance for employees engaged on or at the site of the project in accordance with NRS Chapters 616A to 616D, inclusive, and NRS Chapter 617. Employers Liability must be maintained for a minimum of One Million and 00/100 Dollars U.S. ($1,000,000.00 USD) in limits. If an excess policy is utilized, then the policy will provide excess coverage for Employers' Liability.

7.21.8.4 Commercial Auto Liability

(a) Auto Liability: Two Million and 00/100 Dollars U.S. ($2,000,000.00 USD) minimum or the amount customarily carried by Contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limits may apply. Non-owned and hired automobile liability must be included.

7.21.8.5 Professional Liability: One Million and 00/100 Dollars U.S. ($1,000,000.00 USD) per occurrence.

7.22 **Authority and Benefit.** The Parties represent and expressly warrant that each signatory and Party below have the right, power, legal capacity, and authority to enter into and perform their respective obligations under this Agreement, including the execution of this Agreement, and no approvals or consents of any other person(s) or entity(ies), other than the individuals signing, are necessary in connection with the execution of this Agreement, and when so signed, this Agreement will be a binding and subsisting obligation of the Parties hereto.

7.23 **Entire Agreement.** This Agreement, including the Contract Documents, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, merging and superseding all prior or contemporaneous understandings, agreements, representations, or warranties, both written and oral, with respect to such subject matter.

7.24 **Acknowledgement of Contractor.** Contractor represents and acknowledges the following: (a) Contractor has carefully read this Agreement in its entirety; (b) Contractor understands the terms and conditions contained herein; (c) Contractor has had the opportunity to review this Agreement, at Contractor's discretion, with legal counsel of Contractor's own choosing and has not relied on any statement made by Owner or its legal counsel as to the meaning of any term or condition contained herein or in deciding whether to enter into this Agreement; and (d) Contractor is entering into this Agreement knowingly and voluntarily.

7.25 **Notices.** All notices, requests, consents, claims, demands, waivers, and other similar communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the email addresses set forth in this Section, as changed by each Party, from time to time, upon the prior written Notice to the other Party. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon actual receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the

requirements of this Section 7.25.

If to Owner:

Board of Trustees of the Mineral County School District, State of Nevada
751 A Street
P.O. Box 1540
Hawthorne, NV 89415

If to Contractor:

Oasis Air Conditioning, Heating and Sheet Metal
Attn.: Summer Shuey, Chief Financial Officer (CFO)
1931 Grimes St
Fallon, NV 89406
Email: summer@oasishvacnv.com

With a Copy to:

Marquis Aurbach Chtd.
Attn.: Brian R. Hardy, Esq.; Lance C. Earle, Esq.
10001 Park Run Drive
Las Vegas, NV 89145
Email: bhardy@maclaw.com; learl@maclaw.com

7.26 **Interpretation.** For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to the Construction Documents, sections, exhibits, statements of work, schedules, attachments, and appendices mean the sections of, and exhibits, statements of work, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Contract Documents, exhibits, statements of work, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

7.27 **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

7.28 **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is invalid, illegal, void, or unenforceable under any law that is applicable to this Agreement, such invalidity, illegality, void, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision under any other law that is applicable to this Agreement.

7.29 **Amendment and Modification.** No amendment to or modification of this Agreement, or any of the Contract Documents, is effective unless it is in writing, identified as an amendment to this Agreement, and signed by an authorized representative of each Party.

7.30 **No Presumption Against Drafter.** No rule of construction against any Party (including, without limitation, the Party drafting this Agreement or causing this Agreement to be drafted) shall be applied in connection with the interpretation or enforcement of this Agreement, as this Agreement is the product of negotiation between sophisticated Parties advised by legal counsel, if Contractor chooses to, it may seek independent legal counsel before signing. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the purpose of the Parties.

7.31 **Non-Disparagement.** The Parties agree that their respective reputations and those of their services are valuable and each Party agrees that they will not at any time, directly or indirectly, disparage any other Party or any of its affiliates, shareholders, directors, officers, managers, members, agents, and/or representatives or disparage the reputation of the Parties or their services.

7.32 **Waiver.** No waiver by either Party of any of the provisions hereof, or of the Contract Documents, shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

7.33 **Cumulative Remedies.** Except as set forth in Section 7.20, all rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

7.34 **Equitable Remedies.** Contractor acknowledges and agrees that (a) a breach or threatened breach by it of any of its obligations under this Agreement would give rise to irreparable harm to Owner, for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Contractor of any such obligations, Owner shall, in addition to any and all other rights and remedies that may be available to Owner at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Contractor agrees that it will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 7.34.

7.35 **Assignment.** Contractor shall not assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of Owner. No assignment shall relieve Contractor of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

7.36 **No Third-Party Beneficiaries.** Subject to this Section, this Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. The Parties hereby designate the Owner Indemnified Parties as third-party beneficiaries of Section 7.20 of this Agreement, and the Contract Documents, having the right to enforce Section 7.20.

7.37 **Force Majeure.** "**Force Majeure Event**" shall mean fires, floods, earthquakes, elements of nature or other acts of God, epidemics, pandemics, quarantines, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar causes beyond the reasonable control of either Party. If, and to the extent that, a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered, or delayed directly or indirectly by a Force Majeure Event, and such non-performance, hindrance, or delay could not have been prevented by reasonable precautions, then the non-performing, hindered, or delayed Party shall be excused for such non-performance, hindrance, or delay, as applicable, for as long as the Force Majeure Event continues and, except as otherwise provided in this Section 7.37, such Party continues to use commercially reasonable efforts to recommence performance, including through the use of alternate sources, workaround plans or other means, as soon as practicable under the circumstances.

7.37.1.1 The Party whose performance is prevented, hindered, or delayed by the Force Majeure Event shall promptly notify the non-affected Party in writing as soon as reasonably practicable to specify the occurrence of the Force Majeure Event, describe in reasonable detail the nature of the Force Majeure Event, identify the scope of the obligations affected, and provide a good faith estimate of the time required to restore full performance.

7.37.1.2 If the Force Majeure Event continues for a period of more than ninety (90) days from the date of the written Notice of the Force Majeure Event, the non-affected Party shall be entitled, at its sole discretion, to terminate this Agreement upon written Notice to the affected Party.

7.38 **Relationship of Parties.** Nothing in this Agreement, or the Contract Documents, creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Contractor is an independent contractor pursuant to this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

7.39 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one (1) agreement. To facilitate execution and delivery of this Agreement, the Parties may execute and exchange counterparts of the signature pages by electronic email, telephone, or facsimile. This Agreement may also be executed and delivered by any digital or electronic signature complying with the Electronic Signatures in Global and National Commerce Act and NRS 719.260, the terms and effect of which statutes are incorporated herein by this reference, including, without limitation, portable document format (.pdf). The Parties agree that www.docusign.com shall be an acceptable digital or electronic signature provider.

[Remainder of Page Intentionally Left Blank]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

OWNER:

THE BOARD OF TRUSTEES
OF THE MINERAL COUNTY
SCHOOL DISTRICT

DATED: _____

By: _____

Title: _____

CONTRACTOR

DATED: 1/20/26

By: Summer Shuey

Title: CFO

END OF DOCUMENT