

Construction Laws and Customs: Nevada

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A Q&A guide to construction projects in Nevada. This Q&A addresses state law and custom relating to public and private construction projects, including prompt payment laws, retainage, project delivery systems, contract forms and commonly negotiated terms, warranties, and licensing requirements for construction professionals. It also addresses payment and performance bonds, including any applicable “Little Miller Act” statutes, construction statutes of limitation and repose, pleading requirements, and the enforceability of specific clauses such as liquidated damages, limitations of liability, and no-damages-for-delay. Answers to questions can be compared across a number of jurisdictions (see Construction Laws and Customs: State Q&A Tool).

Prompt Payment Acts and Retainage

1. Does your state have any statutes governing the timing of payments to contractors or subcontractors on publicly owned or financed construction projects? If so, what do those statutes require regarding:

- Payments by owners to prime contractors?
- Payments by prime contractors to subcontractors?
- Penalties for failure to comply with requirements of the statute?
- A contractor’s right to stop work for failure to receive payment?

In Nevada, the following statutes govern times for payment on publicly owned or financed projects:

- NRS 408.383 and 408.387 for projects sponsored by the [Nevada Department of Transportation](#) (NDOT).
- NRS 338.400 to 338.645 for state and local construction projects that are not sponsored by NDOT.

Payments by Owners

For NDOT projects, the NDOT may make progress payments to the prime contractor as the work is complete at the end of each calendar month (or as soon as is practicable) if the contractor is satisfactorily performing the work (NRS 408.383(1)).

For public works projects other than NDOT projects, the public body must make progress payments to the prime contractor within either:

- 30 days after the date that the public body receives the progress bill.
- A shorter period if specified in the contract.

(NRS 338.515(1).)

Payment by Prime Contractors

For NDOT projects, the prime contractor must pay its subcontractors and suppliers, including any interest that the prime contractor receives:

- In proportion to the value of work the subcontractor performed or materials the supplier furnished.
- Within 15 days after receiving payment from NDOT.

(NRS 408.383(9).)

For non-NDOT projects, the prime contractor must pay its subcontractors and suppliers, including any interest received:

- In proportion to the subcontractor's or supplier's basis in the invoice.
- Within ten days after the prime contractor receives payment from the public agency.

(NRS 338.550(1).)

Penalties for Failure to Comply

For NDOT projects, a prime contractor must pay interest on all overdue amounts at a rate equal to the lowest daily prime rate at the three largest banks in the US on the date the subcontract or order of supplies was executed, plus 2%. (NRS 408.383(10).)

For non-NDOT projects, the public body must pay interest on all overdue amounts at a rate equal to that quoted by at least three insured banks, credit unions, or savings and loan associations in Nevada, as the highest rate paid on a certificate of deposit whose duration is approximately 90 days on the first day of the quarter. (NRS 338.515(6) and 338.530(1).)

The prime contractor on a non-NDOT project must pay interest on all overdue amounts at a rate equal to the lowest daily prime rate at the three largest banks or other US financial institutions on the date the contract was executed, plus 2%, if the prime contractor fails to:

- Make payment to the subcontractor or supplier within ten days after receiving payment.
- Provide timely written notice of withholding if any payment will be withheld.

(NRS 338.565(1).)

Right to Stop Work

Nevada's prompt payment statutes do not address a contractor's right to stop work on publicly owned projects in the event of nonpayment. However, on non-NDOT public works:

- The prime contractor can seek a writ of mandamus to compel performance by the public body or subcontractors (NRS 338.630).
- Subcontractors and suppliers can file a motion for order to show cause to compel performance by the prime contractor or other higher-tiered contractor (NRS 338.635).

For more information, see [Prompt Payment Acts \(Private Projects\): State Comparison Chart](#) and [Prompt Payment Acts \(Public Projects\): State Comparison Chart](#).

2. Does your state have any statutes governing the timing of payments to contractors or subcontractors on privately owned construction projects? If so, what do those statutes require regarding:

- Payments by owners to prime contractors?
- Payments by prime contractors to subcontractors?
- Penalties for failure to comply with the requirements of the statute?
- A contractor's right to stop work for failure to receive payment?

Nevada has prompt payment statutes that apply to privately owned projects (NRS 624.606 to 624.630).

Payments by Owners

If the written contract between the owner and the prime contractor includes a schedule for payments, the owner must pay the prime contractor on or before the date payment is due according to the schedule of payments (NRS 624.609(1)(a)).

If the agreement is oral or does not include a schedule for payments, the owner must pay the prime contractor within 21 days after the date that the prime contractor submits a request for payment (NRS 624.609(1)(b)).

Payments by Prime Contractors

If a prime contractor has a written agreement with a subcontractor that includes a schedule for payments, then the prime contractor must pay the subcontractor by the earlier of either:

- The date that the payment is due.
- Within ten days after the prime contractor receives payment from the owner for all or part of the work, materials, or equipment described in the subcontractor's request for payment.

(NRS 624.624(1)(a).)

If the agreement is oral or does not contain a schedule for payments, the higher-tiered contractor must pay the lower-tiered subcontractor within the earlier of either:

- 30 days after the date the subcontractor submits the request for payment.
- Ten days after the prime contractor receives a payment from the owner for all or part of the work, labor, materials, equipment, or services described in the subcontractor's request for payment.

(NRS 624.624(1)(b).)

Penalties for Failure to Comply

An owner, contractor, or subcontractor that fails to comply with the prompt payment statutes must pay interest on the unpaid balance due at a rate that is 4% plus the higher of either:

- The contract rate, if any.
- The prime rate at the largest bank in the state, as determined by the [Nevada Department of Business & Industry, Commission of Financial Institutions Division](#) on January 1 or July 1 immediately preceding the date:
 - the contract was entered into; or
 - on which the parties agreed to the terms of the agreement if the agreement was oral.

(NRS 624.630.)

Right to Stop Work

If payment on a privately owned construction project is not timely made, the contractor or subcontractor entitled to payment may stop work on the project (NRS 624.610 and 624.626). The contractor or subcontractor must give written notice to the party responsible for making the payment at least ten days before stopping work (NRS 624.610(1) and 624.626(1)).

Subcontractors may stop work if more than 45 days have elapsed from the 25th day of the month in which the subcontractor applies for payment, even if:

- The owner has not paid the general contractor.
- The subcontract agreement has a pay-if-paid or pay-when-paid clause.

(NRS 624.626(1)(b) and 624.628(3).)

For both contractors and subcontractors, if the owner or higher-tiered contractor, as applicable, does not pay within ten days after giving notice of intent to stop work, the contractor or subcontractor may terminate the agreement by giving at least 15 days written notice. If the amount due is paid before the date of work stoppage or of the termination in the applicable written notice, the contractor or subcontractor must resume work. (NRS 624.610(2) and 624.626(2).)

If the agreement is terminated due to nonpayment, the contractor that terminates is entitled to payment for:

- The cost of work performed through the date of termination for it and its lower-tiered subcontractors and suppliers, including overhead and profit.
- The balance of profit the contractor and its lower-tiered subcontractors and suppliers would have made had the job been completed.
- Interest.
- Reasonable costs, including court and arbitration costs, incurred by the contractor and lower-tiered contractor in collecting on the amount due.

(NRS 624.610(6) and 624.626(6).)

For more information, see [Prompt Payment Acts \(Private Projects\): State Comparison Chart](#) and [Prompt Payment Acts \(Public Projects\): State Comparison Chart](#).

3. If your state does not have a prompt payment act, what is the custom and practice regarding:

- Timing of payments by owners to prime contractors?
- Timing of payment by prime contractors to subcontractors?
- Payment of interest on late payments?
- A contractor's right to stop work for failure to receive a payment?

Nevada has prompt payment statutes that set out the requirements for payments and interest on public and private construction projects (NRS 338.400 to 338.645, 408.383, 408.387, and 624.606 to 624.630; see Question 1 and Question 2).

4. If your state does not regulate the timing of payments to subcontractors, are there any statutory or common law restrictions on the flow down of payments to subcontractors, such as prohibiting “pay-if-paid” or “pay-when-paid” clauses?

Nevada has statutes regulating the timing of payments to subcontractors on both public and private construction projects (NRS 408.383(10), 338.550, 624.624 and 624.626; see Question 1 and Question 2).

Nevada law does not expressly prohibit pay-if-paid or pay-when-paid clauses. The Nevada Supreme Court has held that pay-if-paid provisions:

- Are no longer per se void and unenforceable.
- Require a case-by-case analysis to determine if the provisions violate the prompt pay requirements in Chapter 624 of the Nevada Revised Statutes.

(*Helix Elec. Of Nev., LLC v. APCO Constr., Inc.*, 506 P.3d 1046 (Nev. 2022); *APCO Constr., Inc. v. Zitting Bros. Constr., Inc.*, 473 P.3d 1021, 1027 (Nev. 2020).)

However, Nevada law prohibits the waiver of:

- Statutory prompt pay requirements (NRS 624.622(2)(a) and 624.628(3)(a)).
- Mechanic’s lien rights (NRS 108.2453(2); see *Lehrer McGovern Bovis, Inc. v. Bullock Insulation, Inc.*, 197 P.3d 1032, 1042 (Nev. 2008)).

Nevada provides rights to stop work, terminate the contract, and seek damages on private projects if payments are not made in accordance with the prompt pay requirements, even if a contract includes a pay-if-paid or pay-when-paid provision (NRS 624.620 and 624.626).

5. Does your state have a statute related to withholding retainage on a publicly owned or financed construction project? If so, does the statute:

- Regulate the amount of retainage that can be withheld from a contractor or subcontractor?
- Require a partial release of or reduction in retainage at any point during the project?
- Govern when and how final retainage must be released?
- Impose any penalties for failure to comply with the statute?

The following Nevada statutes regulate the withholding of retainage on publicly owned or financed construction projects:

- For projects sponsored by the [Nevada Department of Transportation](#) (NDOT), NRS 408.383.
- For projects not sponsored by NDOT:
 - NRS 338.515 to 338.535 for retainage between the public body and prime contractor;
 - NRS 338.555 to 338.570 for retainage between a prime contractor and its lower-tiered subcontractor or supplier; and
 - NRS 338.595 to 338.610 for retainage between a subcontractor and its lower-tiered subcontractors or suppliers.

Amount of Retainage

For NDOT projects, NDOT must withhold a minimum of 5% retainage, but not more than \$50,000, until either:

- The remaining money is disposed of in the manner provided in NRS 408.383(3).
- Satisfactory completion of the entire contract and final acceptance by the Director of NDOT.

(NRS 408.383(1).)

For non-NDOT projects, the public body must withhold 5% retainage until 50% of the work required by the contract has been completed (NRS 338.515(1)).

Partial Release of Retainage

The NDOT may reduce the percentage retained if it:

- Determines that the work is being performed on a satisfactory basis.
- Finds that sufficient reasons exist for additional payment.
- Obtains written approval from every surety furnishing bonds for the work.

(NRS 408.383(2).)

For non-NDOT projects, after 50% of the work has been completed, the public body may choose to pay:

- Any of the remaining progress payments without withholding additional retainage.
- Any retainage amounts withheld from prior progress payments if it determines that satisfactory progress is being made.

(NRS 338.515(2).)

If the public body on a non-NDOT project chooses to continue withholding retainage even after 50% of the work has been completed and the contractor has complied with the contract and applicable building codes, laws, or regulations (NRS 338.525), it must:

- Pay the contractor 50% of the amount of any retainage previously withheld before withholding retainage on the remaining payments.
- Withhold no more than 2.5% of the amount of any remaining progress payment.

(NRS 338.515(4)(a).)

The same process and rules apply to a prime contractor withholding retainage from a subcontractor or supplier, or a subcontractor withholding retainage from a lower-tiered subcontractor or supplier (NRS 338.555 and 338.595).

Final Release of Retainage

For NDOT projects, the retained percentage due to the contractor becomes due on satisfactory completion of the entire contract and final acceptance by the Director of NDOT (NRS 408.383(1)).

For non-NDOT projects, the public body generally must release any remaining retainage after the final payment has been made. The final payment to the contractor is due within 30 days after whichever of the following occurs first:

- The public body occupies or begins using the project or a portion of the project, paid in an amount equal to the value of the portion being occupied or used.
- The notice of completion for the project or a portion of the project is recorded under NRS 108.228.
- The public body partially occupies one or more buildings of the project.

(NRS 338.520.)

This does not apply where the amount retained under NRS 338.525 for the contractor's failure to comply with applicable building codes, laws, or regulations (NRS 338.520).

Penalties

The law does not provide for penalties for improper withholding of retainage in NDOT projects (NRS 408.383).

For non-NDOT projects, if the public body receives and does not pay a retainage bill and the contractor has not received written notice that it has failed to comply either with the contract or applicable building codes, laws, or regulations, then the public body must pay:

- The entire amount or any unpaid portion of the retainage bill.
- Interest from the 30th day on the amount delayed, at the rate specified in NRS 338.515(6).

(NRS 338.530.)

6. Does your state have a statute related to withholding retainage on a privately owned or financed construction project? If so, does the statute:

- Regulate the amount of retainage that can be withheld from a contractor or subcontractor?
- Require a partial release of or reduction in retainage at any point during the project?
- Govern when and how final retainage must be released?
- Impose any penalties for failure to comply with the statute?

The following Nevada statutes regulate the withholding of retainage on privately owned or financed construction projects:

- For contracts between a private owner and a prime contractor:
 - NRS 624.609;
 - NRS 624.610; and
 - NRS 624.620.
- For contracts between a prime contractor and subcontractor, or between another higher-tiered contractor and lower-tiered subcontractor:
 - NRS 624.624; and
 - NRS 624.626.

Amount of Retainage

In Nevada, a contract for a private construction project entered on or after January 1, 2016, may authorize the private owner to withhold retention

from any payments to the prime contractor. The retainage may not exceed 5% of the amount of the payment. (NRS 624.609(2)(a)(1).)

Similarly, a private construction contract between a prime contractor and a subcontractor entered on or after January 1, 2016, may authorize the prime contractor or other higher-tiered contractors to retain up to 5% of each payment due to the subcontractor or other lower-tiered subcontractor (NRS 624.624(2)(a)(1)).

Partial Release of Retainage

Nevada's prompt payment statutes for private construction projects do not address the partial release or reduction of retainage.

Final Release of Retainage

For agreements between owners and prime contractors, the final payment for the private construction of a work of improvement, including retainage, is due within 30 days after:

- The owner or a person acting with the authority of the owner occupies or uses the work of improvement.
- The work of improvement becomes available for its intended use, if the contractor has provided to the owner:
 - a written notice of availability on or before the day it became available; or
 - a certificate of occupancy from the building inspector or other authority.

(NRS 624.620(1).)

Penalties

The penalties for improper withholding of retainage are the same as those for the failure to make payments. Specifically, prime contractors and subcontractors may stop work or terminate the contract if payments are not timely and properly made under the prompt payment statutes (NRS 624.610 and 624.626).

Prime contractors and subcontractors stopping work because they were not timely paid must give written notice to the owner or higher-tiered contractor at least ten days before stopping work (NRS 624.610(1) and 624.626(1)). After providing the ten-day notice to stop work and stopping work, prime contractors

and subcontractors must give 15 days' written notice before terminating the agreement because they were not timely paid (NRS 624.610(2) and 624.626(2); see Question 2: Right to Stop Work).

7. If your state does not regulate retainage on privately owned construction projects, what is the custom and practice regarding:

- The amount of retainage withheld from each payment requisition? Does it differ for labor or material?
- Partial or early release of retainage upon achieving any project milestone or for early completion subcontractors?
- Requirements for the final release of retainage, including hold backs for incomplete work or disputed amounts?

Nevada has prompt payment statutes regulating retainage on privately owned construction projects (see Question 6).

Project Delivery Systems and Contract Forms

8. What forms of project delivery systems are most commonly used in your state? Do they differ by the nature of the construction project?

For private works projects in Nevada, the most common project delivery methods are traditional design-bid-build, design-build, and construction manager at risk (CMAR). The CMAR or direct negotiation of a cost-plus with a guaranteed maximum price (GMP) delivery methods are increasingly popular in Nevada.

All three delivery systems are available to public agencies for publicly owned projects. However, the CMAR project delivery method is increasingly popular in Nevada and is used extensively by public agencies. Pursuant to AB 315 (2025 Legislative Session), the NDOT is now authorized to utilize progressive design-build specifically for the project related to the widening of Interstate 80 east of Reno, Nevada. It is anticipated that this delivery method may be utilized more in the future.

9. Does your state have any statutes specifically related to design-build or construction management? If so, do they apply to:

- Publicly owned or financed construction projects?
- Privately owned or financed construction projects?

Publicly Owned or Financed Construction Projects

For publicly owned or financed construction projects sponsored by the [Nevada Department of Transportation](#) (NDOT), NRS 408.3875 to 408.3888 permit design-build projects. Pursuant to AB 315 (2025 Legislative Session), the NDOT is now authorized to utilize progressive design-build specifically for the project related to the widening of Interstate 80 east of Reno, Nevada. It is anticipated that the progressive design-build delivery method may be utilized more in the future.

For publicly owned or financed construction projects that are not sponsored by the NDOT:

- NRS 338.1711 to 338.1727 permit the usage of the design-build delivery method.
- NRS 338.1685 to 338.16995 permit the usage of the construction manager at risk delivery method.
- NRS 341.161 permits the usage of the construction manager at risk delivery method for projects let by the State Public Works Division.

Privately Owned or Financed Construction Projects

Nevada has no statutes specifically governing design-build for privately owned or financed construction projects. Nevada requires that a construction manager:

- Must have an active license in the same classifications and subclassifications that are required to be held by the prime contractor on the project.
- Only hires one prime contractor to work on the project.

(NRS 624.215(6), (7).)

Nevada also requires that there be only one prime contractor (contract with the owner) on each construction project (NRS 624.215(8)).

10. Any industry standard forms of documents customarily used in private construction projects? If so:

- Do they vary by delivery system or type of project?
- Which forms are most widely used?

Depending on the dollar value, nature, and complexity of the project, parties in Nevada may use an industry standard form of agreement that is modified to reflect the specific terms of the transaction or a manuscript agreement drafted specifically for that transaction.

Examples of standard industry form agreements include:

- The [American Institute of Architects](#) documents.
- [ConsensusDOCS](#).
- [Engineers Joint Contract Documents Committee](#) forms.

The American Institute of Architects documents are the most commonly used standard form construction documents for private projects in Nevada, with the ConsensusDOCS being the next most common.

Public agencies typically develop and use custom contracts for public works projects, but often use variations of the Engineers Joint Contract Documents Committee forms.

For more information on industry form agreements, see [Practice Note, Standard Construction Industry Documents: Overview](#).

11. What terms are customarily most heavily negotiated in construction contracts? Do they vary by delivery system or type of project?

The most commonly negotiated terms in Nevada construction contracts are:

- Contract price or payment structure.
- Completion date.
- Liquidated damages provisions.

- Payment provisions.
- Indemnification provisions.
- Unknown site conditions provisions.
- Notice and change order provisions.
- Force majeure and price escalation.
- Excusable delay, including no-damages-for-delay, and scheduling provisions, including form and content of schedules and updates.
- Dispute resolution procedures, including applicable law and forum.
- Order of precedence and the extent of flow-down provisions

The negotiation of these provisions is not usually dependent on a certain type of project delivery system. However, in projects that include a Guaranteed Maximum Price (GMP), the parties typically negotiate the provisions relating to the GMP calculation, cost of work, cost overages, and cost savings.

On projects that involve work concerning a residential improvement, there are various contractual provisions that must be in the contract between the residential contractor and homeowner, along with prohibitions on certain contractual provisions and practices. A residential contractor is also limited to receiving a deposit or down payment of the lesser of 10% of the contract value or \$1,000, unless the residential contractor obtains a separate consumer protection bond. These requirements apply to construction, remodeling, repair or improvement to a completed, single-family residence. (NRS 624.970.)

Licensing

12. Does your state license construction professionals? If so:

- Which construction professionals are licensed (general contractors, specialty contractors, construction managers, design professionals)?
- Which departments oversee the licensing and regulation of these construction professionals?

Licensed Professionals

Nevada requires the following construction professions to be licensed or registered:

- Architects (NRS 623.010 to 623.370; see Architects).
- Professional engineers (NRS 625.005 to 625.590; see Question 12: Professional Engineers).
- Land surveyors (NRS 625.005 to 625.590; see Question 12: Land Surveyors).
- Landscape architects (NRS 623A.010 to 623A.370; see Landscape Architects).
- General and specialty contractors and construction managers (NRS 624.005 to 624.965; see Question 12: General and Specialty Contractors).

Architects

A person must obtain a certificate of registration to practice architecture in Nevada, which consists of rendering services embracing the scientific, aesthetic, and orderly coordination of processes that enter into the production of a completed structure with the main purpose of either:

- Human habitation or occupancy.
- Using space within and surrounding the structure.

(NRS 623.180 and 623.023.)

Architecture services include:

- Plans.
- Specifications.
- Construction administration.
- Preliminary studies.
- Consultations.
- Evaluations.
- Investigations.
- Contract documents.
- Advice and direction.

(NRS 623.023.)

Architects must register with the [Nevada State Board of Architecture, Interior Design, and Residential Design](#) (NSBAIDRD) (NRS 623.180). The NSBAIDRD consists of nine members appointed by the governor (NRS 623.050).

Professional Engineers

A professional engineer must obtain a license from the [Nevada State Board of Professional Engineers and Land Surveyors](#) (NSBPELS) (NRS 625.060). The

NSBPELS consists of nine members appointed by the governor (NRS 625.100).

The practice of professional engineering includes:

- Any professional service involving the application of engineering principles and data to any public or private utility, structure, building, machine, equipment, process, work, or project that involves the public welfare or the safeguarding of life, health, or property, including:
 - surveying;
 - consultation;
 - investigation;
 - planning and design;
 - evaluating; and
 - responsible supervision of construction or operation.
- Other services that are necessary for the planning, progress, and completion of any engineering project or to the performance of any engineering service.

(NRS 625.050(1).)

The practice of engineering does not include:

- Land surveying.
- Work that is normally performed by machine operators.

(NRS 625.050(2).)

Land Surveyors

A professional land surveyor must obtain a license from the NSBPELS (NRS 625.070).

Land surveying includes the following practices:

- Locating, relocating, establishing, re-establishing, or retracing any property line or boundary of any tract of land or any road, right of way, easement, alignment, or elevation of any of the fixed works described in NRS 625.050.
- Making any survey for the subdivision or resubdivision of any tract of land.
- Using land surveying principles to:
 - determine the position for any monument or reference point that marks a property line, boundary, or corner; or

- set, reset, or replace any monument or reference point.

- Using trigonometry to determine the configuration or contour of the earth's surface or the position of fixed objects on the earth.
- Municipal and topographic surveying.
- Indicating or using the title "land surveyor" or otherwise representing that the person practices or offers to practice land surveying.
- Procuring or offering to procure land-surveying work.
- Managing any place from which land-surveying work is solicited, performed, or practiced.

(NRS 625.040(1).)

Landscape Architects

A person must obtain a certificate of registration from the [Nevada State Board of Landscape Architecture](#) (NSBLA) to practice as a landscape architect (NRS 623A.165). The NSBLA consists of five members appointed by the governor (NRS 623A.080).

A person practices landscape architecture by providing or holding out professional services to the public where the dominant purpose of the services is to:

- Preserve, enhance, or determine:
 - proper land uses;
 - natural land features;
 - ground cover and planting;
 - natural and aesthetic values;
 - natural drainage; and
 - settings and approaches to structures or other improvements.
- Consider and determine the issues of the land relating to:
 - erosion;
 - wear and tear;
 - lighting characteristics; and
 - design of landscape irrigation, lighting, and grading.

(NRS 623A.060.)

Landscape architect services include:

- Consulting.
- Reconnaissance.
- Investigating.
- Research.
- Planning.
- Design.
- Preparing drawings and specifications.
- Supervising.

(NRS 623A.060.)

General and Specialty Contractors

All persons defined as a contractor, including both general and specialty contractors and persons acting as construction managers, must be licensed by the [Nevada State Contractors Board](#) (NSCB) (NRS 624.020 and 624.240). The NSCB consists of seven members appointed by the governor (NRS 624.040).

A contractor is a person who:

- Is not a registered architect or licensed professional engineer.
- Undertakes, offers to undertake, purports to have the capacity to undertake, or submits a bid to perform the construction, alteration, repair, addition to, subtraction from, improvement, moving, wrecking, or demolition of any:
 - building;
 - highway;
 - road;
 - railroad;
 - excavation; or
 - other structure, project, development, or improvement.

(NRS 624.020(2).)

Under Nevada law, a person who merely furnishes materials or supplies without fabricating them into or consuming them in performing the project is not a contractor. Also, selling or installing any finished product, material, or article of merchandise which is not fabricated into and does not become

a permanent fixed part of the structure is exempt from licensure. (NRS 624.020(3) and 624.031(7).)

A construction manager who performs management and counseling services on a construction project for a professional fee is a contractor (NRS 624.020(4)). A general contractor that acts as a construction manager must have an active license in the same classification(s) and subclassification(s) that are required to be held by the prime contractor on the project (NRS 624.215(6)(a)). However, an owner of a planned unit development who enters into one or more agreements with one or more general contractors to construct a planned unit development is not a contractor (NRS 624.020(5)).

A contractor may perform work that requires a contractor's license itself or by or through an employee or employees of the contractor or of another contractor (NRS 624.213(1)). Work that does not require a contractor's license may be performed by a contractor's employees, the employees of another contractor, or through a person employed by a private employment agency that is licensed by the Nevada Office of the Labor Commissioner (NRS 624.213(2)). An employee is defined as a natural person who works under the direction and control of the contractor, and is required to complete a Form W-4 and receives a Form W-2 (NRS 624.020(6)). In essence, a contractor must utilize W-2 employees or a Form 1099 independent contractor must be properly licensed as a contractor or specialty contractor. While this law was originally passed in 2021 as [AB227](#), a temporary restraining order and preliminary injunction were issued before the law went into effect. On July 2, 2025, the district court reversed itself and lifted the injunction. The litigation is now on appeal at the Nevada Supreme Court (with briefing completed on May 26, 2026), but, in the interim, the Nevada State Contractor's Board has taken the position that the law is in effect. The status of the litigation may be tracked via the [Nevada Appellate Courts' Appellate Case Management System](#).

13. What are the licensing requirements for each licensed construction professional in Question 12? Are there any continuing education requirements for those licensed construction professionals?

Architects

Licensing Requirements

To practice architecture in Nevada, an individual must apply for registration and:

- Be at least 21 years old.
- Possess good moral character.
- Meet the education and practical training requirements established by the [Nevada State Board of Architecture, Interior Design, and Residential Design](#) (NSBAIDRD).

(NRS 623.190.)

The NSBAIDRD requires applicants for architectural registration to:

- Obtain a professional degree in architecture from a program accredited by the [National Architectural Accreditation Board](#) (NAAB).
- Complete the [National Council of Architectural Registration Boards](#) (NCARB) Architectural Experience Program (formerly the Intern Development Program).
- Pass the Architect Registration Examination.
- Pay a \$50 application fee (see [NSBAIDRD: Fees](#)).

(NRS 623.200; Nev. Admin. Code § 623.400.)

Alternatively, an applicant who is already registered to practice architecture in another state may apply for registration by reciprocity. An applicant seeking registration by reciprocity must:

- Hold a current NCARB certificate and be in good standing.
- Successfully pass all required exams including:
 - the Architect Registration Examination, or a NSBAIDRD-approved equivalent; and
 - a written exam covering Nevada law.
- Have acceptable seismism qualifications as indicated by:
 - passing the NCARB structural examination; or
 - having an equivalent proof of seismism qualifications as determined by the NSBAIDRD.
- Pay a \$300 application fee (Nev. Admin. Code § 623.290(1)(a)(4); see [NSBAIDRD: Fees](#)).

(NRS 623.210; Nev. Admin Code § 623.410.)

An applicant must also personally appear before the NSBAIDRD to take an oath before receiving a certificate of registration (NRS 623.190(7)).

Certificates of registration must be renewed annually. The fee to renew is:

- \$180.
- \$90 if initial registration was in November or December.

(Nev. Admin. Code § 623.290.)

An architect who has not renewed registration within three years of expiration must reapply for a restored certificate of registration (Nev. Admin Code § 623.280).

Continuing Education Requirements

Subject to certain regulatory exceptions, architects must complete at least eight continuing education units annually, including at least two continuing education units related to relevant building codes (Nev. Admin. Code §§ 623.0125 and 623.630).

Professional Engineers

Licensing Requirements

To obtain a license as a professional engineer, the applicant must apply to the [Nevada State Board of Professional Engineers and Land Surveyors](#) (NSBPELS), and:

- Be at least 21 years old.
- Possess good character and reputation.
- Pass an examination administered by the National Council of Examiners for Engineering and Surveying or its successor organization or another equivalent examination that is approved by the NSBPELS.
- Be a graduate of an engineering curriculum that is at least four years and approved by the NSBPELS.
- Have a record of four years or more of active experience in engineering that is:
 - satisfactory to the NSBPELS; and
 - indicative of the applicant's competence to be placed in responsible charge of engineering work.
- Pay a \$25 fee, unless the applicant is:
 - an active member of the U.S. Armed Forces;
 - the spouse of an active member of the U.S. Armed Forces;

- a veteran; or
- the spouse of a veteran.

(Nev. Admin. Code § 625.210.)

(NRS 625.183.)

For a professional engineer applicant, graduating from a college or university in an engineering discipline with a master's or doctoral degree is equivalent to two years of active experience (NRS 625.183(4)(a)).

Two of the four years of active experience must be completed by working under the direct supervision of a professional licensed in the discipline in which the applicant is applying for licensure, unless the NSBPELS waived the requirement (NRS 625.183(4)(b)).

Licenses must be renewed biennially. The fee to renew is \$100. An engineer whose license expires may renew within six months of expiration by paying an additional \$100 late fee. (Nev. Admin. Code § 625.410.)

Continuing Education Requirements

A licensee must submit proof of completion of at least 30 professional development hours within the preceding biennial period (including any credits carried forward), when applying for renewal of their license, including at least two hours in professional ethics and one hour in the provisions of NRS Chapter 625. A licensee may carry forward up to 15 excess credits to the next biennial period. (Nev. Admin. Code § 625.430.)

The Nevada Administrative Code provides exceptions to the continuing education requirements for a licensee with supporting documentation who:

- Is renewing a license during the first biennial period following the original issuance of their license.
- Served more than 120 consecutive days on active duty in the US Armed Forces during the biennial.
- Was employed outside of the US for more than 120 consecutive days during the biennial.
- Experienced a serious illness or injury during the last year of the biennial that prohibited them from completing the requirements.

(Nev. Admin. Code § 625.440.)

NSBPELS may also waive continuing education requirements if:

- The licensee completes the continuing education requirements in another state.
- The requirements are substantially equivalent to Nevada's requirements.

(Nev. Admin. Code § 625.450.)

Land Surveyors

Licensing Requirements

To obtain a license as a professional land surveyor, the applicant must apply to the NSBPELS, and:

- Be at least 21 years old.
- Possess good character and reputation.
- Pass an examination on:
 - the fundamentals of land surveying, unless the applicant receives a waiver of this requirement; and
 - the principles and practices of land surveying.
- Be a graduate of a land-surveying curriculum that is at least four years and approved by the NSBPELS.
- Have a record of four years or more of active experience in land surveying that:
 - is satisfactory to the NSBPELS;
 - indicates the applicant's competence to be placed in responsible charge of land-surveying work; and
 - includes at least two years working under the direct supervision of a professional land surveyor, unless the NSBPELS waives the requirement.
- Pay a \$25 fee, unless the applicant is:
 - an active member of the U.S. Armed Forces;
 - the spouse of an active member of the U.S. Armed Forces;
 - a veteran; or
 - the spouse of a veteran.

(Nev. Admin Code § 625.210.)

(NRS 625.270.)

Licenses must be renewed biennially. The fee to renew is \$100. A land surveyor whose license expires may renew within six months of expiration by paying an additional \$100 late fee. (Nev. Admin. Code § 625.410.)

Continuing Education Requirements

A licensee must submit proof of completion of at least 30 professional development hours within the preceding biennial period (including any credits carried forward), when applying for renewal of their license, including at least two hours in professional ethics and one hour in the provisions of NRS Chapter 625. A licensee may carry forward up to 15 excess credits to the next biennial period. (Nev. Admin. Code § 625.430.)

The Nevada Administrative Code provides exceptions to the continuing education requirements for a licensee with supporting documentation who:

- Is renewing a license during the first biennial period following the original issuance of their license.
- Served more than 120 consecutive days on active duty in the US Armed Forces during the biennial.
- Was employed outside of the US for more than 120 consecutive days.
- Experienced a serious illness or injury during the last year of the biennial that prohibited them from completing the requirements.

(Nev. Admin. Code § 625.440.)

NSBPCLS may also waive continuing education requirements may also be waived if:

- The requirements are completed in another state.
- The requirements are substantially equivalent to Nevada's requirements.

(Nev. Admin. Code § 625.450.)

Landscape Architect

Licensing Requirements

To become a certified landscape architect, the applicant must apply to the [Nevada State Board of Landscape Architecture](#) (NSBLA) and:

- Be at least 21 years of age.
- Be of good moral character.
- Satisfy the NSBLA's requirements for education and experience in landscape architecture.
- Pay a \$300 application fee.

(NRS 623A.170(1) and 623A.240; Nev. Admin. Code § 623A.170.)

The NSBLA requires applicants to:

- Pass all sections of the Landscape Architecture Registration Examination.
- Submit professional reference forms from two landscape architects and two other licensed professionals from a related design field.
- Have at least six years of education and experience in landscape architecture, as demonstrated by:
 - a bachelor's or master's degree in landscape architecture from an approved school and two or more years of postgraduate work experience under the direct supervision of a registered landscape architect;
 - an associate degree in landscape architecture or a bachelor's in a related field and four years of postgraduate work experience under a registered landscape architect;
 - a bachelor's degree in architecture or civil engineering from an accredited institution and three years of postgraduate work experience under a registered landscape architect; or
 - any other combination of education and experience that NSBLA could deem equivalent to the previous requirements.

(Nev. Admin. Code §§ 623A.210 and 623A.220.)

Alternatively, an applicant may bypass the NSBLA's examination requirement if the applicant submits satisfactory evidence that the applicant is:

- Licensed, registered, or certified as a landscape architect in another jurisdiction, if the other jurisdiction's license qualifications are substantially equivalent to Nevada's.
- Otherwise qualified for a certificate of registration to practice landscape architecture in Nevada.

(NRS 623A.193; Nev. Admin. Code § 623A.222.)

For registration purposes, each year of study, up to five years, that the applicant satisfactorily completes in a program of landscape architecture accredited or approved by the NSBLA is equivalent to one year of experience in landscape architectural work (NRS 623A.170(2)).

Licenses expire on and must be renewed each year by June 30. The fee to renew is \$275. (Nev. Admin. Code § 623A.315; see [NSBLA: Renewal of Registration for Registered Landscape Architect](#).)

Continuing Education Requirements

Registered landscape architects must complete eight continuing education units approved by the NSBLA each fiscal year (Nev. Admin. Code § 623A.316). Proof of completion must be submitted with the application to renew (Nev. Admin. Code § 623A.319(1)). The NSBLA permits registrants to carry over four excess units to the following year (Nev. Admin. Code § 623A.316(6)).

A registrant is exempt from the continuing education requirements if they have:

- Received their initial certificate of registration in that fiscal year. The registrant is also exempt from the continuing education requirement for the next fiscal year.
- Served on active duty in the US Armed Forces for more than 120 consecutive days during a fiscal year.
- Cannot meet the requirements because of:
 - illness;
 - physical disability; or
 - undue hardship.

(Nev. Admin. Code § 623A.3175.)

General and Specialty Contractors

Licensing Requirements

To obtain a contractor license in Nevada, the contractor must first apply to the [Nevada State Contractors Board](#) (NSCB). An applicant may be an individual or a company, but a company seeking a Nevada license must have a “qualifying individual” who:

- Is an owner, responsible managing officer, member, manager, partner, or employee of the company.
- Meets the work experience and examination requirements for licensure.
- Passes the examination for the Business and Law Construction Management Survey (CMS) and trade requirements. The company may have the same or different qualified individual for the CMS and trade examinations portions of licensure.

(NRS 624.260.)

A person must submit separate applications for each classification of license they seek to conduct business in and include in each application:

- Evidence that the qualifying individual has, within the last 15 years, had at least four years of experience as

a journeyman, foreman, supervising employee in the classification in which they are applying, unless they previously qualified for a contractor’s license in the same classification (NRS 624.260(6), (7)).

- A financial statement demonstrating financial solvency (NRS 624.262 to 624.264; Nev. Admin. Code § 624.593).
- Evidence of good character by:
 - authorizing a background check; and
 - submitting fingerprints.(NRS 624.265.)
- A \$300 application fee (see [NSCB: FAQ for General Requirements – Financial Requirements](#)).

(Nev. Admin. Code § 624.590(1), (2).)

The qualifying individual(s) must pass:

- A written Business and Law (Construction Management Survey) examination.
- Trade examinations if required for the classification in which the applicant is seeking a license.

(NRS 624.240(1); see [NSCB: FAQ for General Requirements – Licensing Examinations](#).)

However, the NSCB may waive the trade examination requirements if the qualifying individual has:

- Passed an exam in a state with substantially similar requirements to Nevada.
- Been actively licensed in the state for the past four years.
- Not had any disciplinary actions, suspensions, or sanctions.

(NRS 624.240(1); see [NSCB: FAQ for General Requirements – Licensing Examinations](#).)

After the NSCB approves the application, the applicant must submit:

- A biennial licensing fee of \$600 (NRS 624.280; see [NSCB: Licensing Overview, p. 14FAQ for General Requirements – Financial Requirements](#)).
- A surety bond or cash deposit commensurate with the approved license limit (NRS 624.270).
- A Recovery Fund fee if the applicant is a residential contractor (NRS 624.470).
- Proof of workers’ compensation insurance or an exemption affidavit (NRS 624.256).

Licenses must be renewed every two years. To renew a license, a contractor must:

- Submit an application for renewal.
- Submit a financial statement if requested by the NSCB.
- Pay a \$600 biennial renewal fee.
- Pay the Recovery Fund fee, if applicable.

(NRS 624.283; Nev. Admin. Code § 624.630.)

Any license that is not renewed on or before the expiration date is automatically suspended. A contractor whose license has expired may have their license reinstating by filling an application for renewal and paying a reinstatement fee, in addition to the renewal fees, within six months of expiration (NRS 624.283).

Continuing Education Requirements

There are no continuing education requirements for Nevada contractors.

14. What is the best way to confirm that a construction professional is duly licensed? Are there any consequences if a construction professional is not properly licensed?

License Confirmation

Each of the following Nevada professional boards has an online search index or roster to confirm licensure or can confirm licensure by phone:

- [Nevada State Board of Architecture, Interior Design, and Residential Design.](#)
- [Nevada State Contractors Board.](#)
- [Nevada State Board of Professional Engineers and Land Surveyors.](#)
- [Nevada State Board of Landscape Architecture.](#)

Consequences of Violation

Any individual, firm, or corporation that is not authorized but engages in business as one of the following licensed professionals may be subject to a combination of injunctions, criminal prosecution, imprisonment, or fines:

- Architects (NRS 623.360 to 623.370).
- Engineers (NRS 625.520 and 625.590).
- Land surveyors (NRS 625.540 and 625.590).
- Registered interior designers (NRS 623.360 to 623.370).
- Landscape architects (NRS 623A.360 to 623A.370).
- Contractors, including engaging in business or submitting a bid without a license (NRS 624.700 and 624.710). Persons aiding or abetting, conspiring with, allowing a license to be used by, or providing estimates or bids to unlicensed contractors are also subject to penalty (NRS 624.3014). Acting beyond the scope of the license category or limit is also subject to penalty (NRS 624.3015).

Warranties

15. Does your state recognize any implied warranties related to construction projects, whether established by statute or case law?

Nevada recognizes an implied warranty of habitability against builders of new homes. To claim a breach of the implied warranty of habitability, a plaintiff must show that:

- The plaintiff purchased a new dwelling from the defendant.
- The defendant is the builder-vendor of the new dwelling.

(See *Radaker v. Scott*, 855 P.2d 1037, 1042 (Nev. 1993).)

Nevada also recognizes express and implied warranties of quality in common interest communities (NRS 116.4113 and 116.4114; *Holcomb Condo. Homeowners' Ass'n, Inc. v. Stewart Venture, LLC*, 300 P.3d 124, 130 (Nov. 2013); see Question 17.)

In addition, the Nevada Uniform Commercial Code (UCC) provides that all goods, unless otherwise excluded or modified in the sales contract, are covered by the implied warranties of:

- Merchantability.
- Course of dealing or usage of trade.
- Fitness for a particular purpose.

(NRS 104.2314 to 104.2316.)

However, a federal court interpreting Nevada law has ruled that the UCC provisions for the implied warranties of merchantability and fitness are generally limited to transactions in goods, not claims regarding real property (*Platinum Unit-Owners' Ass'n v. Residential Constructors, LLC*, 2015 WL 1186530, at *4 (D. Nev. Mar. 16, 2015)).

16. What types of warranties are customarily included in construction contracts? What are the customary warranty periods?

Nevada construction contracts typically contain warranties that are found in standard form construction contracts, for example, the [American Institute of Architects](#) forms and the [ConsensusDOCS](#) forms. The customary warranty period for contracts in Nevada is one year from substantial completion.

17. Does your state have any statutes governing warranties for new residential construction? If so:

- What building structures and systems are warranted?
- When is each warranty in effect?
- Are there any restrictions on filing claims under the warranty?

Nevada recognizes express and implied warranties of quality in common-interest communities (NRS 116.4113 and 116.4114; *Holcomb Condo. Homeowners' Ass'n, Inc.*, 300 P.3d at 130).

Building Structures and Systems

Nevada law recognizes express warranties made by a seller to a purchaser in a common-interest community that:

- The unit and related rights and use will conform to any affirmation of fact or promise related to the unit, its use, or improvements to the common-interest community that would benefit the unit.
- The common-interest community will reasonably conform to any model or description of physical

characteristics, including plans and specifications for improvements.

- The common-interest community will conform, within customary tolerances, to the description of the quantity and extent of the real estate comprising the common-interest community.
- If the purchaser is limited to a specific use of a unit, the use is lawful.

(NRS 116.4113.)

Nevada law also recognizes the following implied warranties of quality for common-interest communities:

- The condition of the unit at the time of conveyance will be at least as good as the condition at the time of contracting.
- A unit and the common elements in the common-interest community are suitable for ordinary use and any improvements will be:
 - free from defective materials; and
 - constructed lawfully, using sound standards of engineering and construction, and in a workmanlike manner.

(NRS 116.4114.)

Time Period

With exceptions, a party must file a claim for breach of the warranty within six years after the cause of action accrues. The parties may agree to reduce the limitation period to a minimum of two years, but the agreement must be executed in a separate instrument signed by the purchaser if the unit may be occupied for residential use. (NRS 116.4116; *Holcomb Condo. Homeowners' Ass'n, Inc.*, 300 P.3d at 130.)

Restrictions

General disclaimers of implied warranties of quality are not effective for residential units. However, the seller may disclaim liability in a separate instrument signed by the purchaser for a specific defect or failure. (NRS 116.4115(2).)

For more information on residential construction warranties, see [Quick Compare Chart, Statutory Residential Construction Warranties - Select States](#).

Payment and Performance Bonds

18. Does your state have a “Little Miller Act” requiring contractors to provide security in connection with performing public improvement contracts? If so:

- What are the minimum requirements to trigger the law?
- What types of security can be posted?
- Where is the security posted?

Nevada has a Little Miller Act, which is codified in NRS 339.015 to 339.065.

Minimum Requirements

Nevada’s Little Miller Act applies to any public works project with a value greater than \$100,000 (NRS 339.025(1)).

Security

The prime contractor must furnish:

- A payment bond in an amount to be fixed by the contracting body, at least 50% of the contract amount, for the protection of all claimants supplying labor or materials to the contractor or any of the subcontractors.
- A performance bond in an amount to be fixed by the contracting body, at least 50% of the contract amount, conditioned on the faithful performance of the contract according to the contract’s plans, specifications, and conditions.

(NRS 339.025(1).)

The surety bonds must be executed by one or more surety companies licensed to do business in Nevada (NRS 339.025(3)).

19. What is the mechanism for making a claim or filing a lawsuit against the security? Specifically:

- Are there any statutory notices for making claims against the security?
- What is the statute of limitations for making a claim against the security? For filing a lawsuit?
- Are there any other requirements associated with collection of funds against the security?

Statutory Notices

In Nevada, a potential bond claimant who does not have a direct contractual relationship with the prime contractor must, within 30 days of first furnishing its work or materials, serve the prime contractor a written notice that:

- Informs the prime contractor of the nature of the materials furnished or work performed.
- Identifies the person or company who hired the potential claimant to do the work.
- Identifies the site for the performance of the labor or materials.

(NRS 339.035(2)(a).)

If the prime contractor does not pay the claimant, the claimant must give written notice of the claim to the prime contractor within 90 days from the date that the claimant last performed work or supplied materials. The written notice of claim must:

- State with substantial accuracy the amount of the claim and the names of the persons for whom the claimant performed the work or supplied the materials.
- Be served by registered or certified mail addressed to the contractor at the contractor’s office or residence.

(NRS 339.035(2)(b).)

Statute of Limitations

A claim against the bond must be made within one year from the date the claimant performed the last of the labor or furnished the last of the materials on the project (NRS 339.055).

Additional Requirements

There are no additional requirements.

20. Do private owners generally require payment or performance bonds or other types of security? Does the security vary by project type or dollar value of the construction? What types of security can be posted?

Most owners of private construction projects in Nevada do not require the prime contractor to obtain a payment or performance bond. However,

sophisticated owners may require the prime contractor to obtain performance and payment bonds, letters of credit, or other forms of security for large projects.

Litigation Concerns

21. What are the applicable statutes of limitation for filing a lawsuit or commencing arbitration in connection with a construction project for:

- Breach of contract?
- Breach of warranty?
- Negligence resulting in bodily injury or property damage?
- Professional malpractice by a design professional?
- Latent defects in design or construction?

The following statutes of limitation apply to claims in Nevada:

- **Breach of contract.** The statute of limitations is:
 - six years for written contracts (NRS 11.190(1)(b)); and
 - four years for oral contracts (NRS 11.190(2)(c)).
- **Breach of warranty.** The statute of limitations is:
 - six years for the breach of an express warranty (NRS 11.190(1)(b)); and
 - four years for the breach of an implied warranty (NRS 11.190(2)(c)).
- **Negligence.** The statute of limitations for negligence, including professional malpractice, is:
 - two years for actions to recover for personal injury or wrongful death (NRS 11.190(4)(e)); and
 - three years for actions to recover for property damage (NRS 11.190(3)(b), (c)).
- **Latent defects in design or construction.** There is a statute of repose for latent defects of 10 years from the date of substantial completion (NRS 11.202) (see Question 23).

22. Are there any special requirements for filing a construction-related lawsuit? For example:

- Is an affidavit of merit required for filing a professional malpractice claim against a design professional?
- Must a party required to be licensed allege or attach proof of licensure?
- Are there any special requirements for lawsuits alleging damages resulting from latent design or construction defects?

Affidavit of Merit

In Nevada, to pursue a construction defect claim, a claimant must file an affidavit of merit when filing a suit against a design professional (NRS 40.6884 and 11.258).

The requirements for an affidavit of merit are identical for both residential and non-residential construction defect claims. The claimant's attorney must file an affidavit with the court when service of the first pleading in the action is made, stating that the attorney:

- Has reviewed the facts of the case.
- Has consulted with an expert.
- Reasonably believes the expert who was consulted is knowledgeable in the relevant discipline involved in the action.
- Has concluded by the attorney's review and the consultation with the expert that the action has a reasonable basis in law and fact.

(NRS 40.6884(1) and 11.258(1).)

Additionally, the consulted expert must prepare a report, which must be attached to the affidavit. The report must include:

- The expert's resume.
- A statement that the expert is experienced in each discipline that is the subject of the report.
- A copy of each nonprivileged document reviewed by the expert in preparing the expert's report.

- The conclusions of the expert and the basis for the conclusions.
- A statement that the expert has concluded that there is a reasonable basis for filing the action.

(NRS 40.6884(3) and 11.258(3).)

Proof of Licensure

Only parties that were licensed contractors in Nevada when the job was bid and at all times during the performance process may file a claim for collection of compensation (NRS 624.320). The contractor should allege in its complaint that it is properly licensed, or the complaint may be dismissed. Additionally, on public works projects, all subcontractors must hold a valid state business license in order to be entitled to accept or otherwise receive any public money (NRS 338.072).

Special Requirements

For private residential construction defect lawsuits, the claimant must first satisfy the notice requirements set out in NRS 40.600 to 40.6885 (see Question 23: Notice or Conditions Precedent). There are no additional special requirements for public works projects or for private commercial or industrial projects.

23. Does your state have a statute of repose? If so:

- What is the applicable period of limitations?
- What types of claims fall under the statute?
- Are there any special notice requirements or conditions precedent to filing a lawsuit?

Period of Repose

In Nevada, the repose period for an action against the owner, occupier, or any person performing or furnishing the design, planning, supervision, observation of construction, or construction of an improvement to real property is ten years after the substantial completion of the improvement (NRS 11.202(1)). However, the statute of repose does not apply where the defect resulted from or was covered up by fraud (NRS 11.02(2)).

Types of Claims Allowed

The statute of repose generally applies to any claim based on the design, planning, supervision,

observation of construction, or construction of an improvement to real property (NRS 11.202(1)).

However, NRS 11.202 does not apply to:

- Claims for indemnity or contribution.
- Actions brought against the owner or keeper of any Nevada hotel, inn, motel, motor court, boardinghouse, or lodging house because of liability as an innkeeper.
- Actions brought against any person because of a defect in a product.

(NRS 11.202(3).)

Notice or Conditions Precedent

Before filing a lawsuit for a construction defect on a residential project, the claimant must provide written notice to a contractor of any conditions that the claimant alleges are defective and the opportunity to cure the defect (NRS 40.600 to 40.6885).

24. Are the following contractual provisions enforceable in your state:

- Liquidated damages?
- Limitations on liability?
- No-damages-for-delay clause?
- Choice of law or forum?

Liquidated Damages

Generally, liquidated damages provisions are valid and enforceable under Nevada law. To successfully challenge a liquidated damages provision, a party must show that the liquidated damages are a penalty. To show that the liquidated damages are a penalty, the party must show that the liquidated damages are disproportionate to the actual damages that the injured party sustained. (*Mason v. Fakhimi*, 865 P.2d 333, 335 (Nev. 1993).)

Limitations of Liability

Contractual limitations of liability are generally enforceable in Nevada.

Subject to certain exceptions, a provision in a residential construction contract is void and unenforceable if it requires a subcontractor to indemnify, defend, or otherwise hold harmless a

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controlling party from any liability resulting from a construction defect caused by the controlling party's negligence, intentional act or omission, or modification or alteration of the subcontractor's work (NRS 40.693).

For more information, see [Construction Anti-Indemnity Statutes: State Comparison Chart](#).

No-Damages-for-Delay Clause

Under Nevada law, on a private construction project, a contract or other agreement for the improvement of property or for the construction, alteration, or repair of a work of improvement may not require a contractor or subcontractor to waive, release, or extinguish a claim or right that they may otherwise possess as the result of any delay, acceleration, disruption, or impact event that:

- Was unreasonable under the circumstances.
- Was not within the parties' contemplation at the time of the agreement.
- The contractor or subcontractor is not responsible for.

(NRS 108.2453(2)(e), 624.622(2)(e), and 624.628(3)(c).)

On non-NDOT public projects, a condition, stipulation, or provision in a contract or other agreement is against public policy and is void and unenforceable if it requires a contractor to waive, release, or extinguish a claim or right for damages or an extension of time that the contractor may otherwise possess as a result of a delay that is:

- So unreasonable in length as to amount to an abandonment of the public work.
- Caused by:
 - fraud, misrepresentation, concealment or other bad faith by the public body;
 - active interference by the public body; or
 - a decision by the public body to significantly add to the scope or duration of the public work.

(NRS 338.485.)

Choice of Law or Forum

A condition, stipulation, or provision in a construction contract for work performed in Nevada that requires the laws of another state to apply or that requires litigation, arbitration, or other process for dispute resolution on disputes arising out of the contract to occur in a state other than Nevada is void and unenforceable (NRS 108.2453(2)(c), (d)). However, similar home-court laws have been held unenforceable in certain circumstances as preempted by the Federal Arbitration Act when the parties have contractually agreed to an arbitration provision with differing forum and choice-of-law provisions.

For more information, see [Choice of Law and Forum Selection in Construction Contracts: State Comparison Chart](#).

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