



Audit and Finance Committee Meeting

Wednesday, January 19, 2022 2:00 pm

ProVidence Suite - Trauma Building 5th Floor

AGENDA

**University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
January 19, 2022 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, ProVidence Suite (5th Floor)**

Notice is hereby given that a meeting of the UMC Governing Board Audit & Finance Committee has been called and will be held at the time and location indicated above, to consider the following matters:

This meeting has been properly noticed and posted online at University Medical Center of Southern Nevada's website <http://www.umcsn.com> and at Nevada Public Notice at <https://notice.nv.gov/>, and at University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office)

- The main agenda is available on University Medical Center of Southern Nevada's website <http://www.umcsn.com>. For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli at (702) 765-7949. The Audit & Finance Committee may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Audit & Finance Committee may remove an item from the agenda or delay discussion relating to an item at any time.

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

1. Public Comment

PUBLIC COMMENT. This is a period devoted to comments by the general public about items on **this** agenda. If you wish to speak to the Committee about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address and please **spell** your last name for the record. If any member of the Committee wishes to extend the length of a presentation, this will be done by the Chair or the Committee by majority vote.

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of December 8, 2021. (*For possible action*).
3. Approval of Agenda. (*For possible action*)

SECTION 2: BUSINESS ITEMS

4. Receive the monthly financial report for November FY22 and December FY22; and direct staff accordingly. (*For possible action*)
5. Receive an update report from the Chief Financial Officer; and direct staff accordingly. (*For possible action*)
6. Review and recommend for award by the Governing Board the Bid No. 2021-06 Enterprise Quick Care Phase Two Renovation to Monument Construction, the lowest responsive and responsible bidder; authorize the Chief Executive Officer to exercise any

Change Orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

7. Review and recommend for approval by the Governing Board the Amendment 1 to the Purchaser Specific Agreement with Airgas USA, LLC for Medical Cylinder Gases and Inventory Control Management; authorize the Chief Executive Officer to exercise any renewal options; or take action as deemed appropriate. *(For possible action)*
8. Review and recommend for approval by the Governing Board the Water Safety Scope of Work Agreement with Nalco Company, LLC for water safety services; or take action as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Governing Board the Purchase Commitment Agreement with Cepheid for the purchase of COVID-19 4-Plex Test Kits; and take action as deemed appropriate. *(For possible action)*
10. Review and recommend for approval by the Governing Board the Interlocal Agreement with Clark County, NV for sub-recipient grant funding; or take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment 1 to Client Agreement with FocusOne Solutions, LLC for professional temporary and direct hire staffing services; or take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

12. Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. *(For possible action)*

COMMENTS BY THE GENERAL PUBLIC

All comments by speakers should be relevant to the Committee's action and jurisdiction.

UMC ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMC GOVERNING BOARD AUDIT & FINANCE COMMITTEE. IN ORDER TO MAINTAIN A COMPLETE AND ACCURATE RECORD OF ALL PROCEEDINGS, ANY PHOTOGRAPH, MAP, CHART, OR ANY OTHER DOCUMENT USED IN ANY PRESENTATION TO THE BOARD SHOULD BE SUBMITTED TO UMC ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE COMMITTEE, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMC ADMINISTRATION.

THE COMMITTEE MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 702-765-7949).

University Medical Center of Southern Nevada
Governing Board Audit and Finance Committee Meeting
December 8, 2021

UMC ProVidence Suite
Trauma Building, 5th Floor
800 Hope Place
Las Vegas, Clark County, Nevada
Wednesday, December 8, 2021
2:00 p.m.

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:00 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:

Robyn Caspersen
Dr. Donald Mackay
Mary Lynn Palenik (via WebEx)
Jeff Ellis (via WebEx)
Christian Haase (via WebEx)
Harry Hagerty (via WebEx)
Barb Fraser (Ex-Officio) (via WebEx)

Absent:

Others Present:

Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Rose Coker, Director of Managed Care
Susan Pitz, General Counsel
Lia Allen, Assistant General Counsel – Contracts
John Berry, BDO (via WebEx)
Yin Jie Quin, BDO (via WebEx)
Stephanie Ceccarelli, Governing Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

Committee Chair Caspersen asked if there were any public comments to be heard on any item on this agenda.

Speaker(s): None

ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on November 10, 2021. (For possible action)

Member Hagerty was not present at the meeting, and will therefore abstain from the vote.

FINAL ACTION:

A motion was made by Member Mackay that the minutes be approved as recommended. Motion carried by a majority vote. Member Hagerty abstained.

ITEM NO. 3 Approval of Agenda (For possible action)

Chair Caspersen requested the removal of “*and Schedule of Expenditures of Federal Awards*” from Item No. 4, as they have not been received. The item will be amended to read as follows:

Receive and recommend for acceptance by the Governing Board the Fiscal Year 2021 Audit Reports and Financial Statements from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and direct staff accordingly. (For possible action)

FINAL ACTION:

A motion was made by Member Mackay that the agenda be approved as amended. Motion carried by unanimous vote.

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive and recommend for acceptance by the Governing Board the Fiscal Year 2021 Audit Reports and Financial Statements from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:

- Audit Wrap-up
- Basic Financial Statements

DISCUSSION:

John Berry, Engagement Partner and Yin Jie Qin, Audit Manager and Engagement Manager for UMC presented the BDO Audit wrap-up for fiscal year 2021.

The status of the audit was reviewed and an audit of financial statements was substantially completed, pending completion of procedures on Federal awards for the year ending June 30, 2021. The audit objectives and the scope of work performed were reviewed. The unmodified opinion on the financial statements is expected to be issued and released on December 8, 2021.

Mr. Berry added that the Single Audit will be released at a later date.

A summary of the audit results included accounting practices, policies and estimates. There were no significant changes in accounting policies and practices during FY2021. Internal controls were reviewed, with no deficiencies or material weaknesses reported. There were also no significant changes in the planned audit strategy or any communication issues. New GASB Standards that will be effective in the new fiscal year were provided.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to recommend for acceptance and make a recommendation to the Governing Board to accept the BDO Audit Reports and Financial Statements as presented. Motion carried by unanimous vote.

ITEM NO. 5 Receive the monthly financial report for October FY22; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:

- October FY22 Financial Report

DISCUSSION:

Jennifer Wakem, Chief Financial Officer, presented the financials for October FY22.

Ms. Wakem summarized the key indicators for October. Admissions were strong for the month, 3.5% above budget. AADC continues to be high at 607. Length of stay sits at 6.65 days. She noted that the increased length of stay can be attributed to the staffing shortage challenges throughout the community. The post-acute care facilities are short staffed also. UMC now has a new Director of Care Management who is dedicated to decreasing LOS. Acuity is high.

Overall hospital CMI was 1.93 and Medicare CMI was 1.95.

Inpatient surgeries were almost 16% above budget.

Outpatient surgeries were 6% above budget.

ER visits are 12% above budget.

The ED to admit conversion rate was 19%.

Quick cares were up 10% above budget; Primary cares were also up 4%

Trending stats compare current month to same month in FY19. Total admissions were 1,803, 7 more than FY19. ER visits were 9,007 compared to FY19 which was 9,800.

Quick cares and primary cares were down compared to FY2019.

Payor mix trended on inpatient is consistent with the 12-month average, except for self-pay, which is up 1.4%. There was a slight increase on self-pay payors. In the ED, Medicaid is up almost 2%. Inpatient surgeries showed commercial up 2% and Medicare was down 2%. Outpatient surgeries showed Medicaid down 1.8% and self-pay is up 1.5%.

The summary income statement for October shows net patient revenue is up approximately \$12 million. Other revenue is below budget \$2.8 million, primarily due to the decrease in 340B program contract pharmacy revenue and other challenges in the program.

Operating expenses were over budget \$5.2 million.

Income from ops adding depreciation and amortization landed at \$1.8 million in positive earnings. The budgeted loss was approximately \$2 million.

The year to date income statement showed net patient revenue over budget and other revenue was under budget \$7.2 million. Total net revenue was up 16.4%. Operating expenses were up and total earnings, adding back depreciation and amortization was \$8.4 million. The income statement trended was briefly reviewed.

Salary, wages and benefits are over budget, primarily due to volume. The overage in salaries was driven by the nursing incentives due to nursing shortage. Opportunities to improve lie with contract labor and overtime. The discussion continued regarding managing patient volumes vs staffing.

Ms. Wakem informed the Committee that NSI recruited a total of 23 RNs to date and 11 nurses were hired into the resource float pool. She added that West Hills Behavioral Health will be closing due to staffing shortages.

Other expenses were below budget \$1.3 million. Supplies were down \$500K. An informational slide on COVID expenses was shown.

Key financial indicators shows profitability and labor statistics in the red. Liquidity shows day's cash on hand is in the green, at approximately 4.5 months. Candidate for bill ran below 5 days. Cash collection goal was in the green.

The capital plans for FY20, FY21 and FY22 were reviewed.

The Committee offered suggestions regarding the level of project detail that should be included in the capital plan process.

Ms. Wakem provided a review of the cash flow statement for October, which highlighted the cash received from patients and payors. A significant amount of Federal Supplemental payments were still outstanding. UMC bonds will be completely paid in 2024.

Lastly, the balance sheet was reviewed and shows cash is strong.

FINAL ACTION TAKEN:

None

ITEM NO. 6 Receive an update from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:

- None

DISCUSSION:

Ms. Wakem updated the Committee on the audited financials versus the June financials presented in July. Final adjustments resulted in income from ops for FY21 of \$10.3 million.

Teachers Health Trust is in bankruptcy.

Senate Bill 248 was passed and was effective July 1, 2021. This bill imposes limitations on collecting medical debt in the state. Collection agencies are required to send certified mail notifications to patients 60-days prior to taking action on any medical debt. During this time period, no collection efforts are being made on the part of the debt collector. NHA is involved, as this bill affects all hospitals. The conversation continued regarding the impact that the bill has had on the hospital.

FINAL ACTION TAKEN:

None

ITEM NO. 7 Review and recommend for approval by the Governing Board the First Amendment to Provider Services Agreement with HCP IPA Nevada, LLC; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- First Amendment
- Disclosure of Ownership

DISCUSSION:

Rose Coker informed the Committee that Healthcare Partners is adding a new product line called Scan Healthplan HMO. This is a request to amend the current agreement, adding the Scan Healthplan HMO to UMC's PCP Provider contract and to update the participating payors plans and products.

FINAL ACTION TAKEN:

A motion was made by Member Haase to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 8 Review and recommend for approval by the Governing Board the Seventh Amendment to Memorandum of Understanding with HCP IPA Nevada, LLC; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Seventh Amendment
- Disclosure of Ownership

DISCUSSION:

This is a request to amend the current HPC IPA agreement, adding the Scan Healthplan HMO to UMC's Hospital contract agreement and to update the participating payors plans and products.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 9 Review and recommend for approval by the Governing Board the First Amendment to Hospital Services Agreement with P3 Health Partners-Nevada, LLC; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- First Amendment
- Disclosure of Ownership

DISCUSSION:

This amendment will extend the term of the initial hospital services agreement for 2 years through August 2023.

FINAL ACTION TAKEN:

A motion was made by Member Hagerty to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 10 Review and recommend for approval by the Governing Board the Fifteenth Amendment with Nevada Preferred Healthcare Providers for extension of the Hospital Participating Agreement; or take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Fifteenth Amendment
- Disclosure of Ownership

DISCUSSION:

This is a request to extend the terms of the agreement for one year through December 2022 and to update the reimbursement schedules to reflect rate increases that will be effective January 1, 2022.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 11 Review and recommend for approval by the Governing Board the Master Agreement and Professional Services Proposals with Hyland Software, Inc. for the OnBase Information Management platform; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Master Agreement
- OnBase Integration
- Intelligent Medical Records Services
- Professional Services Proposal
- Comprehensive Conversion Services
- Staff Augmentation and Managed Services

DISCUSSION:

This is an initial 3-year term agreement with Hyland Software, which will assist with document scanning and management system that integrates with Epic. The new agreement will replace Hyland Perceptive and Solarity solutions and will provide service hospital wide. This agreement comes with two 1-year renewal options.

FINAL ACTION TAKEN:

A motion was made by Member Hagerty to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 12 Review and recommend for approval by the Governing Board the Agreement for Application and Strategic Project Support with Tegria Services Group - US, Inc.; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Agreement for Application and Strategic Project Support
- Disclosure of Ownership

DISCUSSION:

This is a new services agreement with Tegria Services Group, formerly known as Bluetree, to provide Epic support performed by a team of Epic certified experts and assist with IT services. This is a 5-year agreement with a 30-day out clause after one year.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 13 Review and recommend for approval by the Governing Board the Health Plan Integration Quotation with American Well Corporation; authorize the Chief Executive Officer to execute future orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Quotation
- Disclosure of Ownership

DISCUSSION:

This is an addition the current telemedicine software platform agreement with Amwell Corporation. This is a one-time fee request to add additional modules which will add fifteen additional health plans to the service platform for the integration of real-time patient eligibility and claims. A conversation ensued regarding the insurance coverage of telehealth services and billing.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 14 Review and recommend for approval by the Governing Board the Quote for Hardware Support and Maintenance with Extreme Networks, Inc. for network infrastructure equipment; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:

- Quotation
- Disclosure of Ownership

DISCUSSION:

This is a request for maintenance and hardware support services from Extreme Networks, Inc. This is a 5-year agreement for maintenance and support and the services include replace any failing hardware, software upgrades for current equipment, and devices for computers.

FINAL ACTION TAKEN:

A motion was made by Member Palenik to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

- ITEM NO. 15 Review and recommend for approval by the Governing Board the Professional Services Agreement for Nephrology Clinical Coverage with Bernstein, Pokroy & Lehrner, Ltd. d/b/a Kidney Specialists of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Professional Services Agreement

DISCUSSION:

This agreement will allow clinical coverage for general nephrology services 24/7 on-call basis and treatment of ED and trauma patients and is a 2-year agreement with two 1-year renewal options and a 180-day out clause.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

- ITEM NO. 16 Review and recommend for approval by the Governing Board the Professional Services Agreement for Transplant Nephrology Clinical Coverage with Bernstein, Pokroy & Lehrner, Ltd. d/b/a Kidney Specialists of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Professional Services Agreement

DISCUSSION:

This agreement is for transplant nephrology services and will provide 24/7 on-call treatment services for transplant nephrology inpatients, outpatients, ED and trauma patients. This adds medical director services and is a 2-year agreement with two 1-year renewal options and a 180-day out clause.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

- ITEM NO. 17 Review and recommend for approval by the Governing Board the Notice of Subaward with the State of Nevada Division of Public & Behavioral Health for COVID-19 testing of passengers traveling to, throughout and from Nevada; authorize the Chief Executive Officer to execute the monthly Request for Reimbursement Form; or take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Notice of Subaward

DISCUSSION:

UMC has been provided a not-to-exceed grant through the Department of Public and Behavioral Health, to subsidize COVID testing for passengers traveling in and throughout Nevada. The period of performance is through September 30 2022.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the grant sub-award. Motion carried by unanimous vote.

SECTION 3: EMERGING ISSUES

ITEM NO. 18 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (*For possible action*)

DISCUSSION:

1. Public Option impact
2. UMC is the official test site for LVCA

FINAL ACTION TAKEN:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called for. No such comments were heard.

There being no further business to come before the Committee at this time, at the hour of 3:15 PM, Chair Caspersen adjourned the meeting.

MINUTES APPROVED:

Minutes Prepared by: Stephanie Ceccarelli

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue:	Monthly Financial Reports for November FY22 and December FY22	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Governing Board Audit and Finance Committee receive the monthly financial report for November FY22 and December FY22; and direct staff accordingly. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for November and December FY22 for the committee's review and direction.

Cleared for Agenda
January 19, 2022

Agenda Item #

4



November 2021 Financials

KEY INDICATORS – NOV

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	19,440	14,175	37.15%	16,194	3,246	20.05%
Total Admissions	1,832	1,656	10.65%	1,604	228	14.21%
Observation Cases	1,123	1,062	5.74%	1,062	61	5.74%
AADC	648	472	37.15%	540	108	20.05%
ALOS (Admits)	6.25	5.71	9.52%	6.63	(0.38)	(5.74%)
ALOS (Obs)	1.43	1.42	0.47%	1.42	0.01	0.47%
Hospital CMI	1.92	2.12	(9.72%)	2.04	(0.13)	(6.21%)
Medicare CMI	2.16	2.23	(3.10%)	2.16	(0.00)	(0.04%)
IP Surgery Cases	828	680	21.76%	695	133	19.14%
OP Surgery Cases	472	460	2.61%	434	38	8.76%
Transplants	11	13	(15.38%)	13	(2)	(15.38%)
Total ER Visits	8,793	7,626	15.30%	7,879	914	11.60%
ED to Admission	7.68%	-	-	8.53%	(0.85%)	-
ED to Observation	12.29%	-	-	13.09%	(0.79%)	-
ED to Adm/Obs	19.97%	-	-	21.61%	(1.64%)	-
Quick Cares	15,073	14,399	4.68%	13,247	1,826	13.78%
Primary Care	5,294	5,248	0.88%	4,483	811	18.09%
Deliveries	123	105	17.14%	103	20	19.42%

SUMMARY INCOME STATEMENT – NOV

REVENUE	Actual	Budget	Variance	% Variance
Total Gross Patient Revenue	\$352,325,545	\$287,391,345	\$64,934,200	22.59% 
Net Patient Revenue	\$64,794,529	\$48,929,265	\$15,865,264	32.42% 
Other Revenue	\$3,229,469	\$4,266,936	(\$1,037,467)	(24.31%) 
Total Net Revenue	\$68,023,998	\$53,196,200	\$14,827,798	27.87% 
Net Patient Revenue as a % of Gross	18.39%	17.03%	1.37%	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	\$66,960,923	\$59,776,185	(\$7,184,738)	(12.02%) 

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	\$1,063,075	(\$6,579,985)	\$7,643,060	116.16% 
Add back: Depr & Amort.	\$2,158,180	\$2,259,775	\$101,595	4.50% 
Tot Inc from Ops plus Depr & Amort.	\$3,221,254	(\$4,320,210)	\$7,541,465	174.56% 



December 2021 Financials

KEY INDICATORS – DEC



Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	20,466	15,248	34.22%	17,230	3,236	18.78%
Total Admissions	1,821	1,725	5.55%	1,584	237	14.96%
Observation Cases	1,070	1,049	2.00%	1,049	21	2.00%
AADC	660	492	34.22%	556	104	18.78%
ALOS (Admits)	7.69	5.92	29.92%	7.11	0.58	8.10%
ALOS (Obs)	1.46	1.46	(0.15%)	1.46	(0.00)	(0.15%)
Hospital CMI	2.03	2.16	(6.19%)	2.08	(0.06)	(2.55%)
Medicare CMI	1.79	2.22	(19.06%)	2.15	(0.35)	(16.50%)
IP Surgery Cases	723	711	1.69%	631	92	14.58%
OP Surgery Cases	469	480	(2.29%)	411	58	14.11%
Transplants	9	15	(40.00%)	15	(6)	(40.00%)
Total ER Visits	9,226	7,971	15.74%	7,937	1,289	16.24%
ED to Admission	7.09%	-	-	8.39%	(1.30%)	-
ED to Observation	11.44%	-	-	13.24%	(1.81%)	-
ED to Adm/Obs	18.52%	-	-	21.63%	(3.11%)	-
Quick Cares	17,802	14,194	25.42%	13,792	4,010	29.07%
Prim ary Care	5,093	5,170	(1.49%)	4,943	150	3.03%
Deliveries	117	109	7.34%	98	19	19.39%

KEY INDICATORS – DEC YTD

	YTD ACT	YTD BUD	YTD Variance	% Var	Prior Year	% Var
APDs	116,785	90,401	26,384	29.19%	97,514	19.76%
Total Admissions	11,028	10,351	677	6.54%	9,767	12.91%
Observation Cases	6,662	6,233	429	6.88%	6,233	6.88%
AADC	635	491	143	29.19%	530	19.85%
ALOS (Admits)	6.75	5.88	0.87	14.83%	6.52	3.49%
ALOS (Obs)	1.45	1.37	0.08	5.73%	1.37	5.73%
Hospital CMI	1.95	2.03	(0.08)	(4.09%)	2.03	(4.09%)
Medicare CMI	1.99	2.15	(0.17)	(7.66%)	2.15	(7.66%)
IP Surgery Cases	4,759	4,266	493	11.56%	4,202	13.26%
OP Surgery Cases	3,090	2,882	208	7.22%	2,853	8.31%
Transplants	66	82	(16)	(19.51%)	82	(19.51%)
Total ER Visits	55,572	47,828	7,744	16.19%	47,752	16.38%
ED to Admission	7.76%	-	-	-	8.39%	(7.59%)
ED to Observation	11.67%	-	-	-	12.98%	(10.07%)
ED to Adm/Obs	19.42%	-	-	-	21.37%	(9.10%)
Quick Cares	95,302	79,103	16,199	20.48%	77,084	23.63%
Primary Care	31,564	28,659	2,905	10.14%	29,971	5.32%
Deliveries	737	656	81	12.35%	655	12.52%

TRENDING STATS

	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	Dec- 19	Var
APDs	17,230	17,870	14,884	16,537	16,239	16,638	16,775	18,675	20,917	18,473	18,810	19,440	20,466	15,590	4,876
Total Admissions	1,584	1,496	1,452	1,776	1,730	1,733	1,807	1,917	1,904	1,751	1,803	1,832	1,821	1,935	(114)
Observation Cases	1,049	983	1,041	1,198	1,123	1,240	1,168	1,201	1,004	1,173	1,091	1,123	1,070	1,340	(270)
AADC	556	576	532	533	541	537	559	602	675	616	607	648	660	503	157
ALOS (Adm)	7.11	7.61	6.99	6.54	6.52	6.15	5.98	6.49	6.70	6.72	6.65	6.25	7.69	5.23	2.46
ALOS (Obs)	1.46	1.55	1.42	1.32	1.37	1.36	1.35	1.42	1.51	1.35	1.52	1.43	1.46	1.49	(0.03)
Hospital CMI	2.08	1.97	2.15	2.10	2.01	2.05	1.97	1.91	1.87	2.02	1.93	1.92	2.03	1.84	0.19
Medicare CMI	2.15	2.08	2.11	2.18	1.95	2.03	2.00	1.94	2.04	2.05	1.95	2.16	1.79	1.96	(0.17)
IP Surgery Cases	631	702	676	864	768	783	825	891	761	725	831	828	723	783	(60)
OP Surgery Cases	411	470	534	566	528	498	502	500	546	587	516	472	469	506	(37)
Transplants	15	14	11	14	15	9	9	9	12	13	12	11	9	3	6
Total ER Visits	7,937	7,674	6,890	7,912	8,388	8,815	9,020	9,920	9,624	9,002	9,007	8,793	9,226	9,676	(450)
ED to Admission	8.39%	8.77%	8.21%	8.78%	8.17%	7.19%	7.68%	8.00%	8.59%	7.81%	7.36%	7.68%	7.09%	7.59%	(0.50%)
ED to Observation	13.24%	13.51%	14.18%	14.60%	13.01%	13.94%	13.06%	12.64%	10.71%	11.28%	11.66%	12.29%	11.44%	12.72%	(1.29%)
ED to Adm/Obs	21.63%	22.28%	22.39%	23.38%	21.17%	21.13%	20.74%	20.65%	19.31%	19.08%	19.02%	19.97%	18.52%	20.31%	(1.78%)
Quick Care	13,792	12,761	10,323	11,724	12,324	11,933	12,547	14,202	17,472	15,543	15,210	15,073	17,802	17,597	205
Primary Care	4,943	4,604	5,192	5,993	5,796	5,084	5,529	5,464	5,253	5,240	5,220	5,294	5,093	4,846	247
Deliveries	98	91	94	105	87	119	118	129	131	114	123	123	117	153	(36)

PAYOR MIX TREND

IP- Payor Mix 12 Mo Dec- 21

Fin Class	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	12-Mo Avg	Dec to Avg Var
Commercial	20.30%	21.07%	19.46%	18.19%	20.06%	17.17%	19.41%	17.66%	19.53%	18.71%	19.24%	17.70%	17.31%	19.04%	(1.73%)
Government	3.56%	3.70%	4.29%	4.68%	3.58%	3.66%	3.76%	4.57%	4.58%	4.62%	3.97%	3.95%	4.13%	4.08%	0.05%
Medicaid	42.18%	40.42%	42.08%	40.64%	41.28%	43.19%	40.58%	42.25%	42.57%	41.97%	40.98%	40.79%	42.19%	41.58%	0.61%
Medicare	28.82%	30.14%	28.63%	31.65%	29.55%	31.33%	29.89%	29.07%	27.81%	28.77%	29.07%	31.37%	29.91%	29.68%	0.23%
Self Pay	5.14%	4.67%	5.54%	4.84%	5.53%	4.65%	6.36%	6.45%	5.51%	5.93%	6.74%	6.19%	6.46%	5.63%	0.83%

ED- Payor Mix 12 Mo Dec- 21

Fin Class	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	12-Mo Avg	Dec to Avg Var
Commercial	22.57%	19.96%	21.34%	20.53%	20.61%	20.49%	19.50%	18.42%	18.01%	19.03%	19.92%	20.57%	19.69%	20.08%	(0.39%)
Government	3.46%	3.36%	4.19%	4.51%	4.37%	4.40%	4.16%	3.44%	4.15%	4.61%	3.82%	4.21%	3.74%	4.06%	(0.32%)
Medicaid	45.36%	48.10%	46.36%	46.51%	48.59%	49.92%	48.96%	50.11%	51.80%	51.81%	50.22%	49.16%	50.65%	48.91%	1.74%
Medicare	14.88%	14.18%	13.88%	14.87%	13.18%	12.86%	13.33%	13.44%	12.80%	12.27%	13.25%	12.45%	12.74%	13.45%	(0.71%)
Self Pay	13.73%	14.40%	14.23%	13.58%	13.25%	12.33%	14.05%	14.59%	13.24%	12.28%	12.79%	13.61%	13.18%	13.51%	(0.33%)

PAYOR MIX TREND

Surg IP- Payor Mix 12 Mo Dec- 21

Surg IP	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	12-Mo Avg	Dec to Avg Var
Commercial	27.96%	25.64%	21.75%	19.52%	24.35%	20.05%	20.31%	20.52%	21.96%	21.79%	24.85%	24.04%	21.96%	22.73%	(0.77%)
Government	6.32%	3.13%	6.51%	6.47%	4.56%	6.00%	4.84%	6.39%	6.01%	6.34%	6.48%	7.00%	6.91%	5.84%	1.07%
Medicaid	36.97%	42.74%	38.45%	32.79%	34.11%	37.80%	36.64%	39.13%	41.05%	38.08%	36.25%	33.45%	34.67%	37.29%	(2.62%)
Medicare	24.96%	24.50%	29.59%	36.72%	31.77%	32.70%	34.10%	30.38%	27.19%	29.79%	27.97%	30.56%	32.18%	30.02%	2.16%
Self Pay	3.79%	3.99%	3.70%	4.50%	5.21%	3.45%	4.11%	3.58%	3.79%	4.00%	4.45%	4.95%	4.28%	4.13%	0.15%

Surg OP- Payor Mix 12 Mo Dec- 21

Surg OP	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	12-Mo Avg	Dec to Avg Var
Commercial	33.82%	36.17%	33.08%	30.92%	32.89%	30.40%	28.23%	34.13%	33.51%	30.49%	31.91%	32.63%	32.84%	32.35%	0.49%
Government	7.30%	5.74%	4.30%	6.89%	5.29%	7.20%	4.37%	4.19%	6.52%	4.60%	6.58%	4.87%	5.12%	5.65%	(0.53%)
Medicaid	37.71%	38.51%	38.32%	42.05%	39.32%	40.80%	40.36%	38.92%	35.69%	41.23%	37.52%	34.95%	36.88%	38.78%	(1.90%)
Medicare	18.25%	17.23%	21.68%	17.84%	20.23%	19.20%	22.47%	20.16%	21.74%	19.93%	19.73%	23.52%	20.90%	20.16%	0.74%
Self Pay	2.92%	2.35%	2.62%	2.30%	2.27%	2.40%	4.57%	2.60%	2.54%	3.75%	4.26%	4.03%	4.26%	3.05%	1.21%

SUMMARY INCOME STATEMENT – DEC

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$341,042,579	\$303,283,645	\$37,758,934	12.45%	↑
Net Patient Revenue	\$67,092,565	\$53,163,373	\$13,929,192	26.20%	↑
Other Revenue	\$2,573,276	\$4,939,683	(\$2,366,407)	(47.91%)	↓
Total Net Revenue	\$69,665,841	\$58,103,056	\$11,562,785	19.90%	↑
Net Patient Revenue as a % of Gross	19.67%	17.53%	2.14%	-	

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$68,201,372	\$61,772,240	(\$6,429,132)	(10.41%)	↓

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$1,464,469	(\$3,669,184)	\$5,133,653	139.91%	↑
Add back: Depr & Amort.	\$2,156,984	\$2,259,775	\$102,791	4.55%	↑
Tot Inc from Ops plus Depr & Amort.	\$3,621,452	(\$1,409,409)	\$5,030,862	356.95%	↑

SUMMARY INCOME STATEMENT – YTD DEC

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	\$2,063,369,533	\$1,804,702,367	\$258,667,165	14.33%	↑
Net Patient Revenue	\$389,250,392	\$314,389,458	\$74,860,934	23.81%	↑
Other Revenue	\$15,970,144	\$26,610,928	(\$10,640,784)	(39.99%)	↓
Total Net Revenue	\$405,220,536	\$341,000,386	\$64,220,150	18.83%	↑
Net Patient Revenue as a % of Gross	18.86%	17.42%	1.44%	-	

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$402,736,692	\$367,168,682	(\$35,568,010)	(9.69%)	↓

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$2,483,845	(\$26,168,296)	\$28,652,141	109.49%	↑
Add back: Depr & Amort.	\$12,771,596	\$13,400,280	\$628,684	4.69%	↑
Tot Inc from Ops plus Depr & Amort.	\$15,255,441	(\$12,768,016)	\$28,023,457	219.48%	↑

SUMMARY INCOME STATEMENT – Trend



REVENUE	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	12-Mo Avg	Dec to Avg Var
Total Gross Patient Revenue	\$302,522	\$300,684	\$282,453	\$311,749	\$321,078	\$310,491	\$307,804	\$341,236	\$355,502	\$331,676	\$341,588	\$352,326	\$341,043	\$321,592	\$19,450
Net Patient Revenue	\$64,263	\$57,189	\$54,185	\$63,791	\$68,418	\$68,237	\$75,174	\$63,274	\$65,878	\$64,192	\$64,019	\$64,795	\$67,093	\$64,451	\$2,641
Other Revenue	\$3,060	\$7,129	\$2,679	\$7,531	\$2,262	\$2,431	\$5,665	\$2,672	\$3,327	\$2,612	\$1,557	\$3,229	\$2,204	\$3,679	(\$1,475)
Total Net Revenue	\$67,324	\$64,318	\$56,863	\$71,322	\$70,679	\$70,669	\$80,839	\$65,946	\$69,205	\$66,804	\$65,576	\$68,024	\$69,297	\$68,131	\$1,166
Net Patient Revenue as a % of Gross	21.24%	19.02%	19.18%	20.46%	21.31%	21.98%	24.42%	18.54%	18.53%	19.35%	18.74%	18.39%	19.67%	20.10%	(0.43%)

EXPENSE	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	12-Mo Avg	Dec to Avg Var
Salaries, Wages and Benefits	\$35,900	\$36,196	\$33,687	\$37,754	\$37,304	\$39,050	\$36,373	\$39,982	\$39,519	\$40,223	\$41,365	\$40,360	\$41,105	\$38,143	\$2,962
Supplies	\$18,982	\$14,866	\$11,035	\$15,555	\$13,326	\$10,786	\$8,950	\$13,170	\$12,985	\$12,164	\$10,783	\$11,162	\$11,479	\$12,814	(\$1,334)
Other	\$14,544	\$14,877	\$13,812	\$14,434	\$14,906	\$15,278	\$21,736	\$14,386	\$14,535	\$14,685	\$13,776	\$15,439	\$15,617	\$15,201	\$416
Total Operating Expense	\$69,425	\$65,940	\$58,534	\$67,742	\$65,537	\$65,114	\$67,059	\$67,538	\$67,039	\$67,072	\$65,925	\$66,961	\$68,201	\$66,157	\$2,044

INCOME FROM OPS	Dec- 20	Jan- 21	Feb- 21	Mar- 21	Apr- 21	May- 21	Jun- 21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	12-Mo Avg	Dec to Avg Var
Total Inc from Ops	(\$2,102)	(\$1,621)	(\$1,670)	\$3,580	\$5,142	\$5,555	\$13,780	(\$1,591)	\$2,165	(\$269)	(\$349)	\$1,063	\$1,096	\$1,974	(\$878)
Add back: Depr & Amort.	\$1,960	\$2,028	\$2,047	\$2,018	\$2,023	\$2,577	\$2,088	\$2,077	\$2,100	\$2,094	\$2,186	\$2,158	\$2,157	\$2,113	\$44
Tot Inc from Ops plus Depr & Amort.	(\$142)	\$407	\$376	\$5,598	\$7,166	\$8,132	\$15,868	\$486	\$4,265	\$1,825	\$1,836	\$3,221	\$3,253	\$4,087	(\$834)

SALARY & BENEFIT EXPENSE – DEC

	Actual	Budget	Variance	% Variance	
Salaries	\$25,590,119	\$23,157,165	(\$2,432,954)	(10.51%)	⬇️
Benefits	\$10,964,796	\$11,022,287	\$57,491	0.52%	⬆️
Overtime	\$1,746,539	\$760,547	(\$985,993)	(129.64%)	⬇️
Contract Labor	\$2,803,510	\$802,241	(\$2,001,269)	(249.46%)	⬇️
TOTAL	\$41,104,964	\$35,742,240	(\$5,362,724)	(15.00%)	⬇️
Paid FTEs	3,443	3,343	(100)	(3.01%)	⬇️
SWB per FTE	\$11,938	\$10,693	(\$1,246)	(11.65%)	⬇️
SWB/APD	\$2,008	\$2,267	\$259	11.40%	⬆️
SWB % of Net	61.27%	63.23%	-	1.96%	⬆️

	Actual	Budget	Variance	% Variance	
Professional Fees	\$4,295,350	\$3,731,185	(\$564,165)	(15.12%)	⬇️
Supplies	\$11,479,459	\$11,481,304	\$1,845	0.02%	⬆️
Purchased Services	\$5,676,914	\$5,590,797	(\$86,117)	(1.54%)	⬇️
Depreciation & Amortization	\$2,156,984	\$2,259,775	\$102,791	4.55%	⬆️
Repairs & Maintenance	\$843,161	\$677,130	(\$166,031)	(24.52%)	⬇️
Utilities	\$264,954	\$239,269	(\$25,685)	(10.73%)	⬇️
Other Expenses	\$1,578,214	\$1,292,962	(\$285,252)	(22.06%)	⬇️
Rental/Leases	\$801,375	\$757,579	(\$43,795)	(5.78%)	⬇️
Total Other Expenses	\$27,096,408	\$26,030,000	(\$1,066,409)	(4.10%)	⬇️

COVID EXPENSES

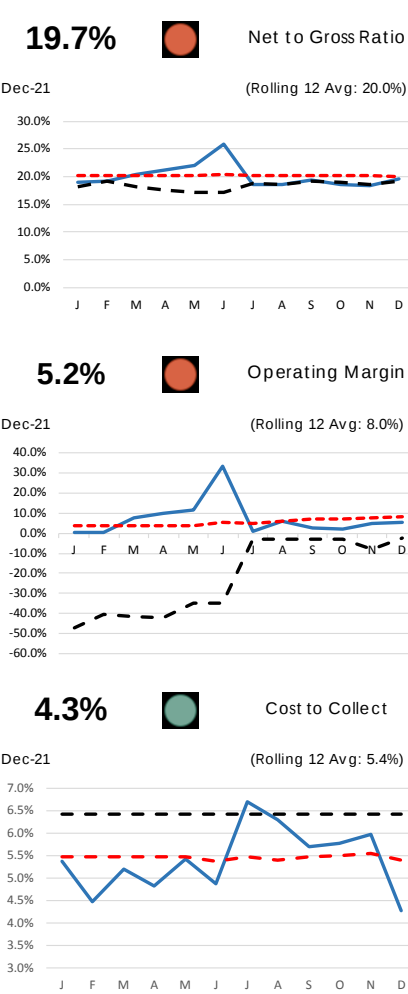


	FY20	FY21	Jul- 21	Aug- 21	Sep- 21	Oct- 21	Nov- 21	Dec- 21	YTD FY22
Salaries	\$7,030,841	\$19,579,956	\$338,359	\$210,686	\$667,151	\$660,485	\$634,006	\$504,449	\$3,015,137
Benefits	\$206,943	\$1,947,550	\$119,527	\$81,454	\$76,785	\$57,097	\$56,060	\$54,264	\$445,187
Overtime	\$642,975	\$3,318,966	\$15,731	\$16,292	\$215,824	\$141,178	\$162,962	\$88,533	\$640,521
Contract Labor	\$0	\$988,345	\$0	\$25,459	(\$12,165)	\$37,878	(\$14,165)	(\$37,006)	\$0
SWB	\$7,880,759	\$25,834,816	\$473,618	\$333,891	\$947,595	\$896,637	\$838,864	\$610,240	\$4,100,845
Professional Fees	\$976	\$9,151	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	\$19,419,168	\$58,454,123	\$1,421,838	\$1,674,795	\$1,218,031	\$869,402	\$747,376	\$1,696,483	\$7,627,925
Purchased Services	\$687,313	\$4,296,820	\$18,393	\$5,067	\$19,075	\$29,305	\$131,519	\$72,209	\$275,567
Depreciation & Amortization	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Repairs & Maintenance	\$55,196	\$239,136	\$108	\$0	\$1,746	\$0	\$0	\$0	\$1,854
Utilities	\$750	\$765	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Expenses	\$4,906	\$274,983	(\$17,075)	\$223	\$51,591	\$16,687	\$6,583	\$27,512	\$85,521
Rental/Leases	\$73,458	\$454,292	\$50,743	\$75,242	\$66,365	\$62,579	(\$16,449)	\$85,193	\$323,672
Subtotal Other Expenses	\$20,241,819	\$63,729,269	\$1,474,006	\$1,755,327	\$1,356,808	\$977,973	\$869,029	\$1,881,396	\$8,314,540
Total COVID Expenses	\$28,122,577	\$89,564,086	\$1,947,624	\$2,089,218	\$2,304,403	\$1,874,611	\$1,707,892	\$2,491,636	\$12,415,385

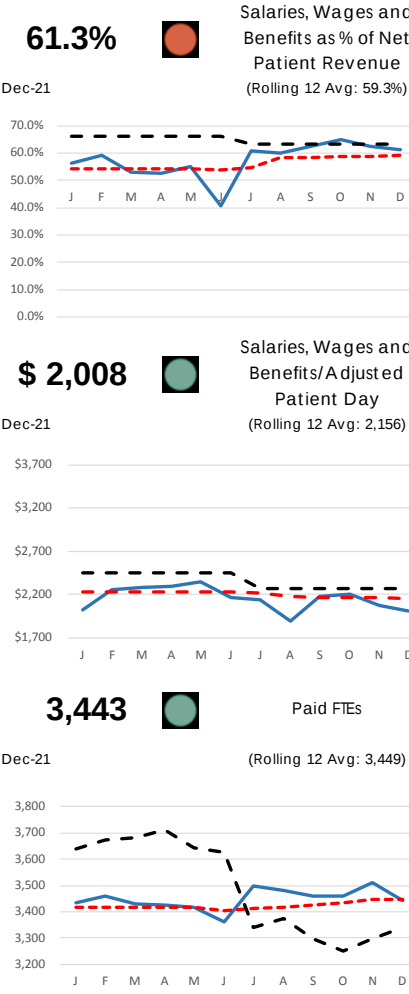
KEY FINANCIAL INDICATORS – DEC



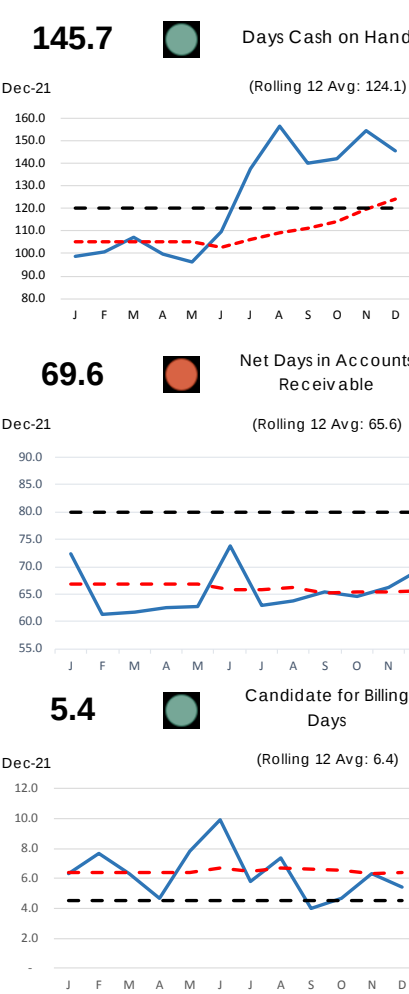
PROFITABILITY



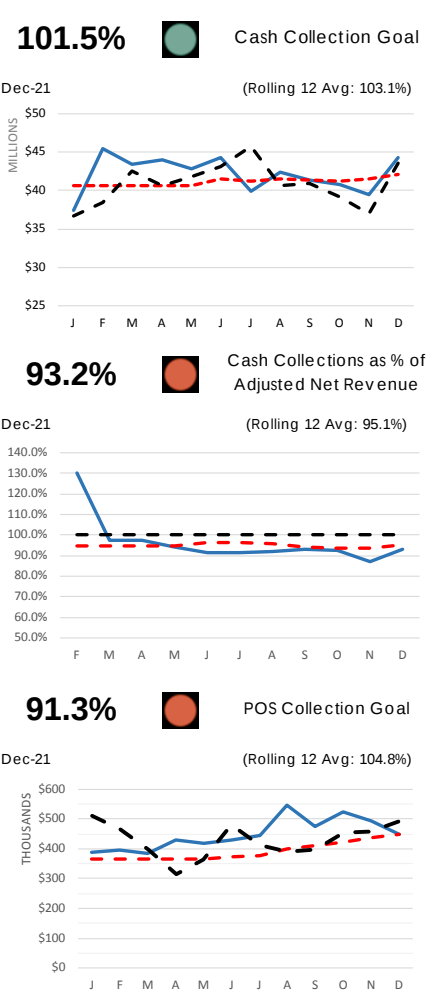
LABOR



LIQUIDITY



CASH COLLECTIONS



Actual
Rolling Average
Target

CAPITAL PLAN- FY20



Category	Growth or Maint.	Item / Group	Project Cost	PO Amount	Spent Amount
Service Line Enhancement	Growth	COVID	\$4,222	\$79	\$4,143
		2nd Intuitive Robot Project	\$2,431	\$29	\$2,402
		TAVR	\$788	\$96	\$693
	Process Improvements	Allscripts HEMM upgrade	\$2,038	\$1,465	\$573
		EPIC	\$1,027	(\$44)	\$1,071
		Other	\$926	\$154	\$772
		Imprivata	\$750	\$166	\$584
		Warehouse & Sterile Stores	\$380	\$50	\$330
		Infoblox DDI	\$325	(\$45)	\$370
Total			\$12,887	\$1,951	\$10,936
Replacement / Patient Safety Equipment	Maintenance	Philips Monitoring Purchase	\$6,000	(\$392)	\$6,392
		Nuclear Medicine Cameras	\$1,900	(\$247)	\$2,147
		Honeywell EBI Building Controls	\$1,673	\$226	\$1,447
		Other	\$810	\$30	\$781
		Rover / Cell Refresh	\$335	(\$27)	\$362
		EBI Fire & HVAC Server Replacement	\$239	\$22	\$217
Total			\$10,957	(\$389)	\$11,346
Master Plan	Growth	COVID	\$266	-	\$266
	Maintenance	Round Bldg & South Bldg Sanitary Lines	\$2,500	\$2,500	-
		Elevator Cabs Modernization	\$919	\$442	\$477
		Other	\$838	\$135	\$704
		First Floor Refresh	\$835	\$835	-
		Trauma Bldg Phase II Sanitary Line Replacement	\$460	(\$132)	\$592
		Cath Lab Code Changes	\$450	\$450	-
		2nd, 3rd, & 5th Floors	\$328	\$328	-
Total			\$6,596	\$4,557	\$2,039
Grand Total			\$30,440	\$6,119	\$24,321
Total FY20 Capital Funds: \$31M					

CAPITAL PLAN- FY21



Category	Growth or Maint.	Item/ Group	Project Cost	PO Amount	Spent Amount
Service Line Enhancement	Growth	Surgical Robots	\$600	-	\$600
		Infant Protection System	\$583	\$30	\$553
		Express Care Clinic @ LAS	\$390	(\$97)	\$487
		Amwell Telehealth	\$338	\$38	\$300
	Process Improvements	Other	\$382	\$32	\$350
Total			\$2,293	\$4	\$2,290
Replacement / Patient Safety Equipment	Maintenance	Central Plant Chiller Replacements	\$2,000	\$2,000	-
		Central Plant Hydronic Line Re-pipe/Replacement	\$1,000	\$1,000	-
		Other	\$377	\$210	\$167
Total			\$3,377	\$3,210	\$167
Master Plan	Growth	Property Purchase	\$2,150	\$2,150	-
		Aliante QC/PC	\$2,500	-	-
	Maintenance	Nellis Care Center Remodel	\$1,300	\$1,300	-
		Enterprise Occ Med / QC Phase II	\$1,279	\$1,200	\$79
		Trauma Tower Remodel	\$1,000	\$1,000	-
		Other	\$622	\$598	\$24
		MSA Infrastructure Design	\$230	\$30	\$200
Total			\$9,080	\$6,278	\$302
Grand Total			\$14,751	\$9,492	\$2,759

Total FY21 Capital Funds: \$15M

CAPITAL PLAN- FY22



Category	Growth or Maint.	Item/ Group	Project Cost	PO Amount	Spent Amount
Service Line Enhancement	Growth	OR / Endo Expansion	\$2,305	\$2,213	\$92
		Hill-Rom Beds	\$468	-	\$468
		Alaris PC units and modules	\$275	(\$3)	\$278
		Other	\$131	\$33	\$99
	Process Improvements	Sterilization Container Project	\$305	\$305	-
		IT - Fiber Network Infrastructure	\$250	\$250	-
		Ventilators	\$247	\$16	\$231
		High Speed Pill Packager	\$170	\$170	-
Total			\$4,151	\$2,983	\$1,167
Replacement / Patient Safety Equipment	Maintenance	IT - Infrastructure, Equipment, & Storage	\$3,450	\$3,419	\$31
		Surgical Lights	\$1,850	\$1,850	-
		Boiler and Autoclave	\$1,200	\$1,200	-
		Anesthesia Machines	\$842	\$179	\$663
		Central Plant Heat Exchanger Replacement	\$450	\$450	
		Belmont Rapid Infusers	\$428	-	\$428
		Trauma Chiller Replacemet	\$400	\$400	-
		NE Building and SE (Lab)	\$300	\$300	-
		Central Plant Cooling Towers Media Replacement	\$300	\$300	-
		GE OEC Elite II Mobile C-Arms	\$261	(\$16)	\$276
		Bernoulli Replacement	\$255	\$255	-
		Trauma Building Fire Panel	\$164	\$164	-
		Logiq E10 R2 Digital Ultrasound Machine	\$163	\$163	-
	Growth	Pathology Histology Automation	\$623	\$133	\$490
		Cub Cribs for Surgical Patients	\$172	\$0	\$171
Total			\$10,857	\$8,798	\$2,059
Master Plan	Maintenance	First Floor Refresh	\$1,200	(\$26)	\$1,226
		3rd Floor Trauma Resident Space Refresh	\$150	\$150	-
	Growth	Loading Dock Expansion Project	\$782	\$782	-
Total			\$2,132	\$906	\$1,226
Grand Total			\$17,140	\$12,687	\$4,452

Total FY22 Capital Funds: \$31M

FY22 CASH FLOW

	December 2021	November 2021	October 2021	YTD of FY2022
Operating Activities				
Cash received from patients and payors	50,858,793	81,048,847	55,032,580	461,646,912
Cash paid to vendors	(24,431,028)	(19,118,898)	(20,006,520)	(170,280,534)
Cash paid to employees	(48,717,474)	(36,397,989)	(33,939,742)	(221,193,755)
Other operating receipts/(disbursements)	3,405,312	3,452,281	2,330,656	19,040,987
Net cash provided by/(used in) operations	(18,884,396)	28,984,240	3,416,973	89,213,611
Investing Activities				
Purchase of property and equipment, net	(830,847)	(1,174,556)	(725,568)	(7,453,707)
Interest received	183,021	324,461	182,186	(556,513)
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	(1,832,610)	(1,514,723)	(2,008,101)	(1,353,147)
Net cash provided by/(used in) investing activities	(2,480,436)	(2,364,818)	(2,551,484)	(9,363,367)
Financing Activities				
From/(to) Clark County	-	-	-	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	(6,170,000)
Interest paid	-	-	-	(296,128)
Other	-	-	-	-
Net cash provided by/(used in) financing activities	-	-	-	(6,466,127)
Increase/(decrease) in cash	(21,364,832)	26,619,423	865,489	73,384,116
Cash beginning of period	129,349,834	102,730,411	101,864,922	34,600,886
Cash end of period	107,985,002	129,349,834	102,730,411	107,985,002
Unrestricted cash	107,985,002	129,349,834	102,730,411	107,985,002
Cash restricted by donor	3,598,923	4,001,602	3,477,106	3,598,923
Internally designated cash	181,031,327	179,198,716	177,683,994	181,031,327

FY22 BALANCE SHEET HIGHLIGHTS

		Dec 2021	Nov 2021	Oct 2021
CASH				
	Unrestricted	\$ 108.0	\$ 129.3	\$ 102.7
	Restricted by donor	3.6	4.0	3.5
	Internally designated	181.0	179.2	177.7
		\$ 292.6	\$ 312.5	\$ 283.9
NET WORKING CAPITAL		\$ 186.7	\$ 185.8	\$ 185.8
NET PP&E		\$ 199.5	\$ 199.9	\$ 201.1
LONG-TERM DEBT		\$ 6.6	\$ 6.6	\$ 6.6
NET PENSION LIABILITY		\$ 510.3	\$ 510.3	\$ 510.3
NET POSITION		\$ (307.7)	\$ (308.3)	\$ (308.7)

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue: CFO Update	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Audit and Finance Committee receive an update report from the Chief Financial Officer; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will provide an update on any financial matters of interest to the Board.

Cleared for Agenda
January 19, 2022

Agenda Item #

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Agreements with a P&L Impact												
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Contract Value	Capital/Maintenance and Support	Savings/Cost Increase	Requesting Department	Description/Comments
6	Bid 2021-06	No	Monument Construction	New Contract	N/A	24 Weeks	Immediate w/o cause	Base Agreement \$667,124.49	None	None	Occupational Medicine	Phase II renovation of back areas of the Enterprise Quick Care.
7	NRS 450.525 NRS 450.530	Yes	Airgas USA, LLC	Amendment	Yes	1 Year	Budget Act and Fiscal Fund Out	Base Agreement NTE \$1,152,600 Amendment 1 NTE \$542,000 Cumulative Total NTE \$1,694,600	None	Increase \$542,000	Respiratory	Amendment 1 extends the Agreement for an additional year, while providing additional funding due to an increase in use from COVID admissions.
8	NRS 332.115(1)(b)	No	Nalco Company, LLC	New Contract	N/A	3 Years	90 days w/o cause	Base Agreement \$289,474.24	None	None	Plant Operations	Service Agreement to maintain safe and sanitary domestic water system.
9	NRS 332.115.4	No	Cepheid	New Contract	N/A	3 Years	Budget Act and Fiscal Fund Out	Base Agreement \$2,044,080	None	None	Pathology	Commitment Agreement for the purchase of testing reagents/kits.
11	NRS 332.115(1)(b)	No	FocusOne Solutions, LLC	Amendment	No	2 Years, with One (1)-Year Option	60 days w/o cause	Base Agreement NTE \$28,200,000 Amendment 1 NTE \$46,800,000 Cumulative Total NTE \$75,000,000	None	Increase \$46,800,000	Various	Amendment 1 requests to (i) update the Direct Hire Placement Fee percentage from 15% to 25%; and (ii) increase the budget of the Agreement to add an additional \$15,600,000 per year.

Agreements with \$0 P&L impact and/or positive P&L impact (i.e. grants)										
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
10	N/A	No	Clark County, NV	New Contract	N/A	20 Months	90 days w/o cause	Base Agreement \$345,000	Wellness Center	Interlocal Agreement where UMC is a sub-recipient of The Department of Health and Humans Services ("HHS") Ending the HIV Epidemic: A Plan for America (EHE) grant funds received by Clark County to develop partnerships with community based organizations to assist with Clark County's efforts in southern Nevada to diagnose and treat patients with HIV, using the Rapid stART program to begin HIV antiretroviral therapy as quickly as possible.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AUDIT AND FINANCE COMMITTEE AGENDA ITEM

Issue:	Award of Bid No. 2021-06 Enterprise Quick Care Phase Two Renovation to Monument Construction	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board the Bid No. 2021-06 Enterprise Quick Care Phase Two Renovation to Monument Construction, the lowest responsive and responsible bidder; authorize the Chief Executive Officer to exercise any Change Orders within his delegation of authority; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5430.011	Fund Name: Clark County Capital Equipment Transfer
Fund Center: 3000999901	Funded Pgm/Grant: N/A
Description: Award of Bid 2021-06 Enterprise Quick Care Phase Two Renovation	
Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385	
Term: 24 weeks from Notice to Proceed	
Amount: NTE \$667,124.49	
Out Clause: Immediate w/o Cause, Budget Act and Fiscal Fund Out	

BACKGROUND:

On October 31, 2021, Bid No. 2021-06 was published in the *Las Vegas Review-Journal*. This project entails remodeling work in Enterprise's Occupational Medicine and Quick Care areas, to include, among other things, the demolition of doors, millwork, plumbing fixtures and finishes. On Thursday, December 16, 2021, UMC received responses from:

<u>Bids Received</u>	<u>Total Base Bid Amount</u>
Monument Construction	\$ 667,124.49
SHF International LLC	\$ 728,192.00
Cobblestone Construction	\$ 958,223.00
JMB Construction	\$1,063,021.00

All four bidders submitted the "Affidavit Pertaining to Preference Eligibility" and "Certificate of Eligibility" to receive Bidders Preference in accordance with Nevada Revised Statutes 338.0117. Therefore, the Bidders Preference calculation has not been applied to any of the Bids.

Cleared for Agenda
January 19, 2022

Agenda Item #

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All of the above bids were received and opened on December 16, 2021. The apparent low bid of \$667,149.49 was received from Monument Construction, based in Henderson, Nevada. The recommendation of award to Monument Construction is in accordance with NRS 338.1385(5), a public body or its authorized representative shall award a contract to the lowest responsive and responsible bidder.

The term of the agreement is 24 weeks from the date of the Notice to Proceed. UMC may terminate the agreement at any time for its convenience, upon written notice to Monument Construction.

Director of Facilities Maintenance and Manager of Facilities Maintenance have reviewed the agreement and recommend approval by the Governing Board.

The agreement has been approved as to form by UMC's Office of General Counsel.

Monument Construction currently holds a valid Clark County Business License.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA
INVITATION TO BID**

**BID NO. 2021-06
ENTERPRISE QUICK CARE PHASE TWO
RENOVATION PROJECT**

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

CONSTRUCTION ON-LINE BID SUBMITTAL CHECK LIST (NGEM)

This check list is provided for your reference and use only. This check list should not be submitted with your bid. Omission of, or failure to submit the correct required documents may be cause for rejection.

All BIDDERS: Requirements Before Bid Open: ADDENDA

- | | |
|--------------------------|--|
| ☐ | All Bidders must acknowledge receipt of ALL addendums issued prior to Bid submittal by checking all the boxes on the Attributes tab in NGEM. |
|--------------------------|--|

ALL BIDDERS: Document(s) Due with Bid:

- | | |
|--------------------------|--|
| ☐ | Completed BIDDER Statement of Authority to Submit Bid Form scanned into the Response Attachments tab. |
| ☐ | Completed SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT Form found in the Attachments tab and scanned into the Response Attachments tab. <ul style="list-style-type: none">☐ Prime Contractor must include all Subcontractors' names and description of work to be performed.☐ Prime Contractor must list their legal name and sign. |
| ☐ | BID SECURITY in the amount of five percent (5%) of the Total Base Bid amount in the form of a Cashier's Check, Certified Check, Money Order, or Bid Bond, scanned into the Response Attachments tab. |
| ☐ | Valid CERTIFICATE OF ELIGIBILITY obtained from the Nevada Contractor's Board scanned into the Response Attachments tab (if intending to utilize preference). |
| ☐ | Prime/Bidders must submit their Project Workforce Checklist Form found in the attachments tab and scanned into the Response Attachments tab. |

THREE APPARENT LOW BIDDERS: Document(s) Due After the Bid Opening: Hand delivery or email to contract.specialist@umcsn.com

- | | |
|--------------------------|---|
| ☐ | DESIGNATION OF SUBCONTRACTORS, SUBCONTRACTORS EXCEEDING 1% OF BASE BID AMOUNT (REQUIRED WITHIN TWO (2) HOURS AFTER BID OPENING). <ul style="list-style-type: none">☐ Prime Contractors must include its name if they intend to perform work not being performed by a Subcontractor and include a description of the work OR a written statement that they are performing all work not being performed by a Subcontractor.☐ Prime Contractor must include all Subcontractors' names and description of work to be performed.☐ Prime Contractor must list their legal name and sign. |
| ☐ | AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY (REQUIRED WITHIN TWO (2) HOURS AFTER BID OPENING). <ul style="list-style-type: none">☐ AFFIDAVIT must be signed by person with authority to complete affidavit and notarized for validation. |
| ☐ | The THREE APPARENT LOWEST BIDDERS must submit the Project Workforce Checklist for all named (used) Subcontractors (REQUIRED BY 5:00 PM THE NEXT BUSINESS DAY AFTER BID OPENING). |
| ☐ | The THREE APPARENT LOWEST BIDDERS must submit the SCHEDULE OF VALUES (REQUIRED BY 5:00 PM THE NEXT BUSINESS DAY AFTER BID OPENING). |
| ☐ | The THREE APPARENT LOWEST BIDDERS must submit Request for Waiver form for the Prime Contractor and all named (used) Subcontractors (REQUIRED WITHIN TEN (10) BUSINESS DAYS AFTER BID OPENING). |
| ☐ | Proof of Valid Clark County Business License or Vendor Registration or local jurisdiction or out-of-state Business License, whichever is required, upon request by OWNER. |
| ☐ | Disclosure of Ownership/Principal Form, upon request by OWNER. |

AWARDED BIDDER(S): Documents Due After Recommendation of Award:

- | | |
|--------------------------|--|
| ☐ | All Required Insurances and Bonds, if required, due ten (10) calendar days upon notice of Award. |
|--------------------------|--|

ALL BIDDERS ARE SOLEY RESPONSIBLE TO MAKE SURE ALL CORRECT FORMS ARE COMPLETED AND SUBMITTED AS REQUIRED.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

CONSTRUCTION

BID SUBMITTAL CHECK LIST (MANUAL)

This check list is provided for your reference and use only. This check list should not be submitted with your bid. Omission of, or failure to submit the correct required documents may be cause for rejection.

All BIDDERS: Requirements Before Bid Open: ADDENDA

- | | |
|--------------------------|--|
| ☐ | All BIDDERS must acknowledge receipt of ALL addendums issued prior to Bid submittal by checking all the Bid Document |
|--------------------------|--|

ALL BIDDERS: Documents Due with Bid:

- | | |
|--------------------------|--|
| ☐ | BID FORM signed and submitted. |
| ☐ | Completed SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT FORM including Prime Contractors name if intending to perform any of the work. |
| ☐ | BID SECURITY in the amount of five percent (5%) of the Total Base Bid amount in the form of a Cashier's Check, Certified Check, Money Order, or Bid Bond.
☐ Cashier's Check OR Certified Check OR Money Order; |
| ☐ | Valid CERTIFICATE OF ELIGIBILITY obtained from the Nevada Contractor's Board scanned into the Response Attachments tab (if intending to utilize preference). |
| ☐ | Prime/Bidders must submit their Project Workforce Checklist Form found in the attachments tab and scanned into the Response Attachments tab. |

THREE APPARENT LOW BIDDERS: Document(s) Due After the Bid Opening: Hand delivery or email to contract.specialist@umcsn.com

- | | |
|--------------------------|--|
| ☐ | DESIGNATION OF SUBCONTRACTORS, SUBCONTRACTORS EXCEEDING 1% OF BASE BID AMOUNT (REQUIRED WITHIN TWO (2) HOURS AFTER BID OPENING).
☐ Prime Contractors must include its name if they intend to perform work not being performed by a Subcontractor and include a description of the work OR a written statement that they are performing all work not being performed by a Subcontractor.
☐ Prime Contractor must include all Subcontractors' names and description of work to be performed.
☐ Prime Contractor must list their legal name and sign. |
| ☐ | AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY (REQUIRED WITHIN TWO (2) HOURS AFTER BID OPENING).
☐ AFFIDAVIT must be signed by person with authority to complete affidavit and notarized for validation. |
| ☐ | The THREE APPARENT LOWEST BIDDERS must submit the Project Workforce Checklist for all named (used) Subcontractors (REQUIRED BY 5:00 PM THE NEXT BUSINESS DAY AFTER BID OPENING). |
| ☐ | The THREE APPARENT LOWEST BIDDERS must submit the SCHEDULE OF VALUES (REQUIRED BY 5:00 PM THE NEXT BUSINESS DAY AFTER BID OPENING). |
| ☐ | The THREE APPARENT LOWEST BIDDERS must submit Request for Waiver form for the Prime Contractor and all named (used) Subcontractors (REQUIRED WITHIN TEN (10) BUSINESS DAYS AFTER BID OPENING). |
| ☐ | Proof of Valid Clark County Business License or Vendor Registration or local jurisdiction or out-of-state Business License, whichever is required, upon request by OWNER. |
| ☐ | Disclosure of Ownership/Principal Form, upon request by OWNER |

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AWARDED BIDDER(S): Documents Due After Recommendation of Award:

- | | |
|--------------------------|--|
| ☐ | All Required Insurances and Bonds, if required, due ten (10) calendar days upon notice of Award. |
|--------------------------|--|

ALL BIDDERS ARE SOLEY RESPONSIBLE TO MAKE SURE ALL CORRECT FORMS ARE COMPLETED AND SUBMITTED AS REQUIRED.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2021-06

ENTERPRISE QUICK CARE PHASE TWO RENOVATION PROJECT



NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2022-97

SCOPE OF WORK: Refresh existing areas in Occ. Med and Quick Care. Demolition of Doors, Millwork, Plumbing Fixtures and Finishes. For full details, see exhibit A Scope of Work

ESTIMATED COST: \$1,000,000.00

A MANDATORY Pre-Bid Conference and Site Walk will be held on **Thursday, November 04, 2021 at 10:00 a.m.** at the UMC Occupational Medicine Clinic and Quick Care at 1700 Wheeler Peak Dr., Las Vegas, NV 89107.

Bid documents, specifications and drawings will be available on the NGEM System or a CD drive which can be picked up University Medical Center of Southern Nevada, Delta Point, 901 Rancho Lane, Ste. 265, Las Vegas, Nevada 89106, on **Monday November 1, 2021. The CD drive will be provided at no charge.** If the drive is to be mailed, there is an additional non-refundable charge of \$5.00. **All checks are to be made payable to UMC.**

All questions/requests for clarification related to this Bid must be received in writing by Frances Heiy (Frances.Heiy@umcsn.com) no later than **5:00:00 p.m. on Thursday, November 18, 2021.** UMC will issue any necessary Addenda by close of business **Thursday, December 02, 2021**

Bids will be accepted electronically on the NGEM website at www.ngemnv.com or manually at the University Medical Center of Southern Nevada, Delta Point, 901 Rancho Lane, Ste. 265, Las Vegas, Nevada 89106, on or before **Thursday, December 16, 2021 at 2:00 p.m.**, based on the time clock at UMC's Ambulatory front desk, Suite 265, and will be opened immediately thereafter. Bidders and other interested parties are invited to attend the Bid opening via WebEx. WebEx information for the Bid opening will be listed under the Event Details tab in NGEM.

PUBLISHED:

Las Vegas Review-Journal
October 31, 2021

INSTRUCTIONS TO BIDDERS

BID NO. 2021-06 ENTERPRISE QUICK CARE PHASE TWO RENOVATION PROJECT

1. PROJECT SCOPE OF WORK

Refresh existing areas in Occ. Med and Quick Care. Demolition of Doors, Millwork, Plumbing Fixtures and Finishes. For full details, see exhibit A Scope of Work.

2. PRE-BID AND BID OPENING DATES

MANDATORY Pre-Bid Meeting and Site Walk – **Thursday, November 04, 2021 at 10:00 a.m.**, at the UMC Occupational Medicine Clinic and Quick Care at 1700 Wheeler Peak Dr., Las Vegas, NV 89107.

Bid Opening – Thursday, December 16, 2021 at 2:00 p.m., Ambulatory Conference Room at 901 Rancho Lane, Suite 265, Las Vegas, NV 89106

3. DESIGNATED CONTACTS

OWNER's authorized representative for the bid process is Frances Heiy, Contracts Specialist, Contracts Management. All questions regarding this bid, including the selection process, must be directed to Frances Heiy via email (frances.heiy@umcsn.com) or by phone at 702-207-8846.

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a BIDDER and a member of the Board of County Commissioners (BCC), Governing Board (GB), and/or between a BIDDER and a non-designated OWNER contact, regarding this Bid is prohibited from the time the Bid is advertised until the time it is posted on an agenda for award of the contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its Bid being rejected.

5. DEFINITIONS

- A. **Architect:** OWNER'S representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.
- B. **Addendum:** A written document issued by OWNER, via the Contracts Management Department, prior to the submission of Bids which modifies or clarifies the Bid Documents by additions, deletions, clarifications, and/or corrections.
- C. **Additive/Deductive Bid Items:** An amount stated in the Bid to be added to or deducted from the contract amount for the corresponding change in the work, as described in the Bid Documents. The unit price (s) quoted shall remain firm throughout the contract term. Funding for the item(s) is provided in the Bid Form under the description of "Construction Conflicts and Additional Work," or shall be funded through the issuance of a formal change order as described herein. BIDDER must quote all item(s) to be responsive and considered for award.
- D. **Additive Alternate Bid Item:** An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Additive Alternate Items may be exercised by OWNER with the award of the project, in sequential order only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.
- E. **Authorized Representative:** A person designated by the Governing Body to be responsible for the development and award of the Contract for the public work.
- F. **Bidder(s):** A Prime Contractor who submits a Bid to OWNER for a project.
- G. **Bid Form(s):** The Bid Form pages, Bid Security, and any attachments
- H. **Bid Option Item:** An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Bid Option Items may be exercised by OWNER with the award of the project, in sequential order only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.
- I. **Bid Documents:** Include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Contract Requirements and Forms, Bid Security/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of Bids, as applicable. The Checklist Form, BIDDER Statement of Authority to Submit Bid as well as all Stipulated Bid Attachments, and the Bid Security.
- J. **Business Hours/Days:** As referred to throughout the Contract documents is defined as OWNER office hours / business days.

- K. **Consulting Architect/Engineer:** A licensed and registered professional contracted by OWNER to design the project's special provisions and drawings.
- L. **Consulting Construction Manager:** The Construction Management firm contracted by OWNER to manage the construction of the project.
- M. **Construction Manager:** Designated representative of OWNER to manage the construction of the project.
- N. **Consulting Engineer:** A professional engineering firm contracted by OWNER to design the project's specifications, special provisions and drawings.
- O. **Contract:** Contract documents include the Bid Documents, Prime Contractor's Bid Form, all Addenda, Prime Contractor's Bonds and Insurance, Subcontractor Notification letters and Notice of Award.
- P. **Contractor:** The person or entity identified as such in the Contract and is referred to throughout the Contract documents as Contractor or Successful Bidder. Contractor shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statute 616A.285.
- Q. **Engineer:** OWNER'S representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.
- R. **Governing Body:** Used throughout these documents will mean the Clark County Board of Commissioners or University Medical Center of Southern Nevada's Governing Board.
- S. **NGEM:** Is the Nevada Gov eMarketplace. NGEM is an electronic bidding system that is used by a consortium of local government entities in Nevada for Supplier Registration and the submission of electronic bids and proposals. There is no cost for any BIDDER to use NGEM, however, all Bidders that choose to submit an electronic bid or proposal must register prior to gaining access to see the details of any solicitation or to submit a bid or proposal online. Bids and proposals may also be submitted manually.
- T. **Owner:** The entity identified as such in the Contract and is referred to throughout the Contract documents as Owner or OWNER. Owner shall mean University Medical Center of Southern Nevada.
- U. **Planholders:** Prospective Bidder(s) who have viewed the Bid.
- V. **Subcontractor/Independent Contractor:** Any individual, agent, firm, sole proprietor, or corporation to whom the Prime Contractor subcontracts any part of the project. There is no contractual relationship between OWNER and the above-mentioned Subcontractor who perform work or services for the Prime Contractor.
- W. **SUCCESSFUL BIDDER:** The person or entity identified as such in the Contract and is referred to throughout the Contract documents as SUCCESSFUL BIDDER or Contractor. SUCCESSFUL BIDDER shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statute 616A.285.

6. BIDDER'S REPRESENTATION AND CERTIFICATIONS

A. **Each BIDDER by submitting their Bid represents that:**

1. BIDDER has read and understands the Bid Documents and asserts that its Bid is made in accordance therewith and shall be considered a firm offer for a period of 120 calendar days following the opening of bids. The Bidder's offer may expire at the end of the 120 calendar day period.
2. BIDDER has visited the project site and is familiar with the local conditions under which the work is to be performed.
3. Prior to submission of the Bid, the BIDDER shall ascertain that it has received all Addenda issued. The BIDDER shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form.
4. The BIDDER(s), and/or the successful Prime Contractor(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.

B. **Nevada State Contractors' Board Licensing**

1. BIDDER(s) for this work must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624. Failure to comply shall result in rejection of the Bidder. Nevada Contractor's License number and dollar limit must be indicated on

the Bid Form page. Should there be a protest regarding the applicability of the low BIDDER'S Contractor's license to the scope of the project, it shall be the low BIDDER'S responsibility to obtain an opinion from the State Contractor's Board at its next meeting. **BIDDER(s) are reminded that, per NRS 624.3015, bidding on a contract for work in excess of its limits or beyond the scope of its license is grounds for disciplinary action by the State Contractors Board.**

2. The BIDDER(s), and the SUCCESSFUL BIDDERS(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

C. Journeyman and Master Electrician and Plumbing Examination Program

1. All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.
2. All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Nevada Board of Plumbing Examiners (NBOPE) at www.NBOPE.org or by calling 1-877-457-6482.
3. The general Contractor or specialty Contractor submitting a Bid to OWNER shall validate that their employee(s) or their Subcontractor's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. The BIDDER(s) a subsequent awarded Contractor(s) agree to provide within twenty-four (24) hours of a request by OWNER, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to OWNER.
4. OWNER staff, including but not limited to, Plant Operations, Contracts Management and/or their contracted staff may perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to OWNER.

D. Addenda and Interpretations

1. If it becomes necessary to revise any part of this Bid, a written Addendum will be provided to all known Planholders. OWNER is not bound by any oral representations, clarifications, or changes made to the written specifications by OWNER'S employees, unless such clarification or change is provided to Planholders in written or electronic Addendum form from the Contracts Management Department.
2. BIDDERS shall take no advantage of any apparent error or omission in the Bid Documents. In the event the BIDDERS discover such an error or omission, they shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents through the issuance of an Addendum.
3. Addenda shall be sent via NGEM to all prospective Bidders and will also be made available for pick up to all known Planholders.
4. Copies of Bid Documents, including any Addenda, will be made available for inspection at OWNER's Contracts Management office.
5. Bidders shall verify receipt of all addenda issued by OWNER prior to submission of their Bid.

7. REQUIRED ATTACHMENTS SUBMITTAL OF BID – REQUIRED DOCUMENTS

The following documents, together, comprise a Bid Submission: The NGEM Bid Form, Bidder Statement of Authority to Submit Bid, all Stipulated Bid Attachments, and the Bid Security.

1. Submitted electronically through NGEM - BIDDER shall complete all line items in Bid Form and attributes required in NGEM for electronically submitted bids. Completion of these electronic forms, the BIDDER Statement of Authority to Submit Bid, all Stipulated Bid Attachments and the scanned Bid Security are required. Submitted manually - BIDDER must obtain a manual copy of the NGEM Bid Form and attachments from the Contracts Management Division. The NGEM Bid Form, the BIDDER Statement of Authority to Submit Bid, all Stipulated Bid Attachments, and the Bid Security shall be included in a sealed envelope marked with the Bid number and name and address of BIDDER and submitted to the Contracts Management Division, at 901 Rancho Lane, Suite 265, as Vegas, NV 89106, by the Bid opening date and time.
2. Omission of, or failure by a BIDDER to complete or submit any portion of the required documents, may

be cause to reject the Bid.

3. Subcontractors/Independent Contractors Information

- a) BIDDER shall be bound by and comply with Nevada Revised Statute 338.141 to limit the practice of shopping for Bids and shall provide within its Bid proposal, the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the total base Bid amount. BIDDER must verify prior to submitting its Bid that all Subcontractors listed are properly licensed.

A Prime Contractor shall include his or her name on the list. If the Prime Contractor will perform any work which is more than one percent (1%) of the Prime Contractor's total bid and which is not being performed by a subcontractor, the Prime Contractor shall also include on the list:

- (1) A description of the labor or portion of the work that the Prime Contractor will perform; or
- (2) A statement that the Prime Contractor will perform all work other than that being performed by a subcontractor listed.

Within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing:

- (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the Prime Contractor for which the first-tier subcontractor will be paid an amount exceeding \$100,000.
- (2) If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the Prime Contractor for which the first tier subcontractor will not be paid an amount exceeding \$100,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the Prime Contractor for which the first tier subcontractor will be paid 1 percent of the Prime Contractor's total bid or \$50,000, whichever is greater.

Following are detailed delivery instructions for **1% Subcontractors List (Bid Attachment No. 2)**:

***Note: Subject line of the e-mail must provide the Bid No., Project Description, and Name of Attachment**

OWNER will require BIDDER provide three (3) estimates for submission of subcontractor lists not submitted with the bid in accordance with this section.

- a) The list(s) required above must include a description of the labor or portion of the work which each Subcontractor named in the list will provide to the BIDDER (Prime Contractor), **and when the BIDDER (Prime Contractor) will perform any of the labor or portions of the public work.**
- b) If a Prime Contractor does not submit the list(s) required above, its Bid may be deemed not responsive.
- c) OWNER shall verify through the Nevada State Contractors' Board only that information required pursuant to NRS 338.141 as provided by the Bidders. Any BIDDER or Subcontractor questioning licensing or utilization of any Subcontractor(s) shall direct their inquiries to the Nevada State Contractors' Board with a copy of all correspondence to OWNER. OWNER will not conduct any investigations regarding the Bidders' (Prime Contractor) relationships with Subcontractors.
- d) Pursuant to NRS 338.13895 and 338.145, a Subcontractor who is named in the Bid for the Contract as a Subcontractor who will provide a portion of the work on the public work pursuant to NRS 338.141, and is not properly licensed for that portion of the work shall be deemed unacceptable, and Contractor shall provide an acceptable Subcontractor.
- e) Prime Contractor shall not substitute any person for itself or a Subcontractor who is named on the required list(s) except as provided pursuant to NRS 338.141.
- f) If a Prime Contractor substitutes a Subcontractor for any Subcontractor who is named in the Bid without complying with the provisions of NRS 338.141; Prime Contractor shall forfeit, as a penalty to OWNER, an amount equal to one percent (1%) of the total amount of the contract.

- g) If a Prime Contractor indicated pursuant to NRS 338.141 that he or she would perform a portion of work on the public work and, after the submission of the Bid, substitutes a Subcontractor to perform such work; Prime Contractor shall forfeit as a penalty to OWNER, the lesser of, and excluding any amount of the contract attributable to change orders the following:
- (1) An amount equal to 2.5 percent of the total amount of the contract; or
 - (2) An amount equal to 35 percent of the estimate by the engineer of the cost of the work Prime Contractor indicated pursuant to NRS 338.141 that he or she would perform on the public work.
- h) Prime Contractor agrees that it will assume responsibility for acts or omissions of its subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by Prime Contractor. Nothing contained in the contract documents shall create any contractual relation between Subcontractor and OWNER.
- i) Per NRS 338.140.1.d, Prime Contractor agrees to provide, upon OWNER'S request, copies of any or all contracts that it may have with its Subcontractor(s), to be used to determine the price of additional work performed pursuant to change orders, to evaluate claims for costs incurred for the performance of additional work, and/or to prepare for potential mediation or litigation.

8. Non-Discrimination and Fair Employment Practices

a. Discrimination:

The Board of County Commissioners and UMC's Board of Directors are committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if Prime Contractor or their Subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; OWNER may declare SUCCESSFUL BIDDER in breach of CONTRACT, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

b. Fair Employment Practices:

In connection with the performance of work under this contract, Prime Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status. 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.

Prime Contractor further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Prime Contractor shall constitute a material breach of this Contract.

c. Close-out Documentation

As a part of the required contract close-out documentation, Prime Contractor shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, Bid item or work performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts. The close-out document shall be submitted in a manner that substantially meets the format and content of the form attached hereto as **Close-out Documentation Summary Report of Subcontractors. See Exhibit H.**

- d. The BIDDER'S Statement of Authority to Submit a Bid, requests information regarding the Prime Contractor's, Subcontractor's, and Material Supplier's Business Enterprise Groups (BEG) and Ethnicity Status. The Business Enterprise Categories are defined as follows:

i. **MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more minority

persons of African American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American (NA) ethnicity.

ii. **WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more women

iii. **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):**

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

iv. **SMALL BUSINESS ENTERPRISE (SBE):**

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.

v. **VETERAN OWNED ENTERPRISE (VET):**

A Nevada business at least 51% owned/controlled by a veteran.

vi. **DISABLED VETERAN OWNED ENTERPRISE (DVET):**

A Nevada business at least 51% owned/controlled by a disabled veteran.

vii. **EMERGING SMALL BUSINESS (ESB):**

Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada Law during the 77th Legislative session as a result of AB294.

The information provided by the BIDDER is for OWNER'S information only, as requested by the Board of County Commissioners.

9. Bids submitted shall be on the forms provided by OWNER. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Any interlineation or alteration must be initialed by a person authorized to bind the BIDDER to a contract. If the person making said interlineation, alteration or erasure is not the same person who signs the Bid Form, such person must be authorized by the person who signs the Bid Form.

10. **Bid Security**

a) Each Bid shall be accompanied by a Bid Security (in the form of, at BIDDER'S option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of OWNER) in the amount of five percent (5%) of the base Bid amount, pledging that the BIDDER will within ten (10) business days after OWNER'S written request for insurance, furnish the bonds and insurance as required herein, covering the faithful performance of Prime Contractor and the payment of all obligations arising hereunder. Bonds issued by a surety, who is an individual surety, are not acceptable to OWNER. Should the BIDDER refuse to or fail to furnish such bonds and insurance, the amount of the Bid security may be forfeited to OWNER. All checks and money orders must indicate the Payee as Clark OWNER Administrative Services-Purchasing and reflect the complete Bid number.

Bidder's may submit a scanned copy of the Bid security if their Bid is submitted electronically through NGEM. BIDDER must provide an original copy of the Bid Security within 24 business hours of request by OWNER.

b) Surety companies executing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute Chapter 683A and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A. Page 64 of 249

c) If submitting a Bid Bond it shall be written on either a standard Bid Bond form or the enclosed form (**Bid Attachment No. 1**), and the attorney-in-fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of his/her power of attorney.

d) OWNER will have the right to retain the Bid security of BIDDERS to whom an award is being considered until either (a) the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

e) Should this Bid contain Lots, the BIDDER may choose to provide a Bid security in the form of a Cashier's Check, Certified Check or Money Order, a separate check or Money Order for EACH LOT submitted. If the BIDDER elects to provide a Bid security in the form of a Bid Bond, it may be issued for five percent (5%) of the aggregate amount of all Lots submitted.

11. SUBMISSION OF BIDS

Electronic submittal through NGEM

www.ngemnv.com

Registration must be completed prior to logging into the system.

Bids must be submitted electronically no later than the Bid opening date and time. Per the Terms of Use of the Nevada Gov eMarketplace (NGEM), bids may not be submitted after the submission deadline, and the server clock will govern. Bids will be publicly opened and read aloud via WebEx immediately after the submission deadline. Bidders are solely responsible for the timely delivery of bids.

Manual Bids.

If BIDDER chooses not to use NGEM to submit their bid electronically, BIDDER must contact the Designated Contact listed in the Bid document or the OWNER designated Contract Specialist to request a manual Bid package.

All Manual bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder, the Bid Number, and the Project Title in the upper left-hand corner. No responsibility will attach to OWNER, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a bid which is not properly addressed and identified.

The following are detailed delivery instructions for bids:

HAND DELIVERY

Att: Contracts Management
901 Rancho Lane, Suite 265
Las Vegas, NV 89106

U.S. MAIL DELIVERY

UMC Att: Contract Mgmt
1800 W Charleston Blvd
Las Vegas, NV 89102

EXPRESS DELIVERY

Atten: Contracts Management
901 Rancho Lane, Suite 265
Las Vegas, NV 89106

Regardless of the method used for delivery, the BIDDER shall be wholly responsible for the timely delivery of its bid. FAXED OR EMAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

Bids are time-stamped upon receipt. Bids submitted must be time-stamped no later than 2:00:00 p.m. on the bid opening date. Bids time-stamped after 2:00:00 p.m., based on the time clock at the OWNER Contracts Management front desk, Suite 265, will be recorded as late, remain unopened and be formally rejected. Overnight Mail must use the 89106 zip code. BIDDERS and other interested parties are invited to attend the Bid opening.

The Bid Opening Summary will be posted after Bid opening in NGEM in the Awards Detail tab.

12. WITHDRAWAL OF BID

A. Before Bid Opening:

Bidders may withdraw a bid submitted on NGEM by logging onto NGEM and retracting the Bid.

To request withdrawal of a posted, sealed bid, which was Manually delivered, prior to the scheduled bid opening time, the request for withdrawal shall be submitted to the Contract Analyst in writing, or a Bid Release Form shall be properly completed and submitted to the Contracts Management Division reception desk.

Withdrawn bids must be re-submitted and time-stamped, if submitting manually, in accordance with this bid document in order to be accepted.

B After Bid Opening:

OWNER may allow a BIDDER intended for award to withdraw its bid during the firm offer period due to a mistake of fact on the part of the BIDDER or its employee(s) in preparing its bid. Such BIDDER, upon discovery of the mistake, must immediately notify OWNER in writing of such mistake. The notice to OWNER must include: (1) a request to withdraw its bid, (2) a detailed description of the exact nature of the mistake, (3) an explanation of exactly how and why the mistake occurred, (4) and an explanation of the corrective action that was, or will be implemented by the BIDDER to eliminate the possibility of future mistakes. If the above requested information is not adequately provided to OWNER'S satisfaction, the BIDDER shall be prepared to meet with OWNER within 24 business hours of notification by OWNER to further review the BIDDER'S request for withdrawal of its bid. In any case of a withdrawal, OWNER may require that BIDDER forfeit its bid security to OWNER.

13. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two or more BIDDERS who are the low BIDDERS, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and OWNER can justify awarding

to the BIDDER with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instructions to BIDDERS. When a drawing is necessary, the BIDDERS involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

14. **EVALUATION OF BIDS AND AWARD**

A. Line Item Total Prices/Evaluation

The BIDDER shall quote a total price for each line item; low bid will be defined as the lowest sum of these total prices. Mathematical errors in the line item Bid Schedule shall be corrected by OWNER. For purposes of progress payments and change orders, OWNER will divide the item total by the estimated quantity contained in the Bid Form to arrive at a unit price (rounded down to the truncated cent). If there is no cost for a line item, the BIDDER will enter a "0" or write the words "NO COST." A BIDDER who fails to quote a total price for each line item or modifies/changes any elements within its Bid Form may be deemed non-responsive and their bid rejected.

B. Intent to Award

OWNER will issue a formal letter of Intent to Award to the low responsive responsible and/or best Bidder. The BIDDER shall utilize this letter to obtain the bonds required by NRS 339.025. This statute requires that before any Public Works contract is awarded and becomes binding, Prime Contractor shall furnish bonds and insurance.

C. Award Determination

All responsive and responsible bids received are considered firm offers for 120 calendar days after the date of bid opening and may be considered for award. Award shall be made to the lowest responsive, responsible and/or best bidder, based upon the Total Base Bid, plus the funding availability of Bid Option(s) One, Two, Three, etc. exercised in sequential order. BIDDERS must quote all items and agree to provide the bonds and insurance specified herein to be responsive and considered for award. OWNER reserves the right to accept or reject on a Package-by-Package basis including the election of alternates. Options and/or options in sequential order depending on funding availability, whichever is in the best interest of OWNER.

The determination of award may involve all or some of the following factors: price; BIDDER preference, if applicable; conformity to specifications; financial ability to meet the contract; previous performance; facilities and equipment; experience; and other objective and accountable factors which are reasonable and in accordance with the requirements of the Nevada Revised Statutes.

Rejection of bid(s) may be recommended to the Governing Body for any of (but not limited to) the following causes:

1. Failure to use the Bid Form(s) furnished by OWNER.
2. Lack of signature by an authorized representative on the Bid Form(s).
3. Failure to properly complete the Bid Form(s).
4. Evidence of collusion among Bidders.
5. Omission of Bid Security, in an acceptable form.
6. Unauthorized alteration of Bid Form(s).
7. Reports of poor performance on previous OWNER contracts.
8. Evidence of Federal Debarment in accordance with the provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2.

OWNER reserves the right to waive any minor informality or irregularity.

D. Determination of Bidder's Responsibility

1. In determining the responsibility of any bidder, the governing body or its authorized representative may consider, but is not limited to, the criteria set below:
2. Whether a BIDDER or subcontractor possesses a valid contractor's license of a class corresponding to the work required by OWNER in accordance with provisions of NRS Chapter 624;
3. Whether a BIDDER has the ability to obtain the necessary bonding for the Work to be required by OWNER;
4. Whether the principal personnel employed by the BIDDER have the necessary professional qualifications and experience for the work to be required by OWNER;
5. Whether the BIDDER has breached any contracts with a public agency or person in this state or any other state;
6. Whether the BIDDER has been disqualified from being awarded a contract pursuant to NRS 338.017 or 338.13895;

7. Whether the BIDDER has been convicted of a violation for discrimination in employment two years immediately preceding the date of submission of the Bid.

E. Temporary Prohibition/Disqualification of Contractor/Principals

In accordance with NRS 338.017, if any administrative penalty is imposed under NRS chapter 338 against a person for the commission of an offense, that person, and the corporate officers, if any, of that person, may not be awarded a contract for a public work.

1. For the first offense, for a period of 3 years after the date of the imposition of the administrative penalty.
2. For the second offense or subsequent offense, for a period of 5 years after the date of the imposition of the administrative penalty.

F. Disclosure of Ownership/Principals

Any BIDDER recommended for award of a contract by the Governing Board and/or Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form must be submitted to OWNER within 24 business hours after request. Failure to fill out the subject form by the BIDDER shall be cause for rejection of the bid.

G. Award of Contract

This bid will not be awarded or considered entered into, until the Governing Body or its authorized representative has authorized the award and SUCCESSFUL BIDDER has properly executed and submitted the required proof of insurance, the required bonds, and any other required submittals. Upon receipt of these required documents, in acceptable form, the Contract is considered binding, and the Contract Specialist or her designee will issue an Award Letter. The bid will then become a binding contract.

15. ADDITIVE ALTERNATE ITEM(S)

This document may contain Additive Alternate item(s) that is/are shown in the specifications and drawings under the appropriate sections but is/are not to be included in the Total Base Bid amount. Each item is identified by a number designation and description. It is the responsibility of each BIDDER to determine to its own satisfaction the limits and extent of the work for each item and quote a unit price and/or lump sum in the Bid Schedule. The amount(s) quoted shall remain firm through the contract period and include all labor and materials required to complete the work.

16. BONDS AND INSURANCE REQUIREMENTS

SUCCESSFUL BIDDER shall obtain the bonds and maintain through the contract term the insurance coverage required in **Exhibit B**, incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Exhibit B**. The cost of the insurance coverage shall be included in the bid amount.

Bidders are strongly urged to fax the bonds, insurance, and insurance certificate to their respective agents before the bid opening. SUCCESSFUL BIDDER must provide these within ten (10) business days from date of Award. OWNER will assess the liquidated damages for submission of incorrect documents that are not corrected and returned by the tenth business day.

- A. Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.
- B. Successful BIDDER shall provide all submittals requested in this section within ten (10) business days. If Successful BIDDER does not provide the submittals on or before the tenth business day, or fails to keep the bonds or insurance policies in effect or allows them to lapse, SUCCESSFUL BIDDER will pay to OWNER the amount of **\$100.00** per day as liquidated damages.

12. SCHEDULE OF VALUES

By 5:00 P.M the next working day after the bid opening, the three (3) lowest BIDDERS for the Total Base Bid amount must submit a Schedule of Values on the attached form, of the various portions of the work, aggregating the base bid amount, shall be divided so as to facilitate payments in accordance with the contract documents.

Following are detailed delivery instructions for **Schedule of Values**:

***Note: Subject line of the E-Mail must provide the Bid No., Project Description, and Name of Attachment**

HAND DELIVERY

UMC – Contracts Management
Delta Point Building
901 Rancho Lane, Suite 265
Las Vegas, Nevada 89106

E-Mail DELIVERY

frances.heiy@umcsn.com
*reference above note

13. PROJECT WORKFORCE CHECKLIST

At bid opening the BIDDER will present a completed Project Workforce Checklist, Attachment 5.

By 5:00 pm the next business day after bid-opening, the three (3) lowest BIDDERS must provide a completed Project Workforce Checklist for all named (used) subcontractors).

Within 10 days of bid-opening, the apparent low bidder must submit a Request for Waiver form, provided by the Department, for the PRIME/BIDDER and all named (used) subcontractors. All supporting documentation for waiver(s), must be submitted with the Request for Waiver form. The Request for Waiver form and supporting documentation may be sent via email, fax or delivered to the Department's Contract Compliance Office. If waivers are not needed, please indicate such on the Request for Waiver form, and submit as directed above.

A request for waiver (for cause) can be submitted if:

1. No Registered Apprentice Programs exist for the craft/type of work required by the project; or
2. A request for Apprentices was denied, or not acted upon within 5 business days of submission; or
3. The project requires the performance of uniquely complex or hazardous work.

Failure to submit the workforce/apprentice utilization forms and supporting documentation described above, within the required time, may deem the bid non-responsive.

Following are detailed delivery instructions for **Progress Workforce Checklist**:

***Note: Subject line of the E-Mail must provide the Bid No., Project Description, and Name of Attachment**

HAND DELIVERY

UMC – Contracts Management
Delta Point Building
901 Rancho Lane, Suite 265
Las Vegas, Nevada 89106

E-Mail DELIVERY

frances.heiy@umcsn.com
*reference above not

15. PROTESTS

Any BIDDER who bids on a contract may file a written protest regarding the awarding of contract with the Contract Specialist within five (5) business days after the recommendation to award a contract is issued by OWNER or authorized representative. The protest must include a written statement setting forth the specific reasons the BIDDER submitting the protest believes the applicable provisions of the law were violated. The BIDDER filing the protest shall be required, at the time the protest is filed, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to OWNER who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:

- A. 25% of the total value of the base bid submitted by the BIDDER filing the protest; or
- B. \$250,000.

The protest filed in accordance with these provisions operates as a stay of action in relation to the award of this contract until a determination is made by the Governing Body on the protest.

An unsuccessful BIDDER may not seek any type of judicial intervention until the Governing Body has made a determination on the protest and awarded the Contract.

Neither the OWNER, Governing Body, nor the authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a BIDDER, whether or not the person files the protest pursuant to this clause.

If the protest is upheld, the bond posted or other security submitted with the protest must be returned to the BIDDER who submitted the protest. If the protest is rejected a claim may be made against the bond or other security by OWNER in an amount equal to the expenses incurred by OWNER because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the BIDDER who posted the bond or submitted the security.

16. REJECTION OF BID

The OWNER reserves the right to waive any informality or irregularity in any bid received, to reject any and/or all bids, and to rebid.

17. FEDERAL, STATE, LOCAL LAWS

All Bidders, Successful Prime Contractor, Subcontractors and any other person(s) who provides labor, equipment, materials, supplies or services for the public work, shall comply with the requirements of all applicable federal, state, and local laws relative to conducting business in Clark County including, without limitation, any applicable licensing requirements, labor and health laws, requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work, and including NRS 338 as amended, if applicable. The laws of the State of

Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

18. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular BIDDER which gives that particular BIDDER any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

19. RESPONSIBILITY OF PRIME CONTRACTOR

It is understood that in the performance of the services herein provided for, Prime Contractor shall be, and is, an independent Contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, Prime Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Prime Contractor in the performance of the services hereunder. Prime Contractor shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

A. Prime Contractor shall be fully and solely responsible for safety and health conditions for conducting all operations under this contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. Prime Contractor shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions Prime Contractor shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. Prime Contractor shall notify OWNER in writing of the name of their assign employee responsible for safety and health including a twenty-four (24) hour telephone number prior to commencement of work. Prime Contractor shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.

B. Prime Contractor acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. Prime Contractor recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; OWNER may declare Prime Contractor in breach of the Contract, terminate the Contract, and designate Prime Contractor as non-responsible.

C. Prime Contractor acknowledges that Prime Contractor and any Subcontractors, agents or employees employed by Prime Contractor shall not, under any circumstances, be considered employees of OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long- term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Prime Contractor or any of its officers, employees or other agents.

D. Prime Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Prime Contractor, their principals, officers, employees, agents, Subcontractors and suppliers required to complete this Contract. In performing the specified services, Prime Contractor shall follow practices consistent with generally accepted professional and technical standards.

E. It shall be the duty of Prime Contractor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Prime Contractor will not produce a work product that violates or infringes on any copyright or patent rights. Prime Contractor shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by OWNER of any products or services furnished by Prime Contractor shall not in any way relieve Prime Contractor of responsibility for the professional quality and technical accuracy and adequacy of its work. OWNER'S review, approval, acceptance, or payment for any of Prime Contractor's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Prime Contractor shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by Prime Contractor's performance or failures to perform under this Contract.

F. Prime Contractor shall appoint a qualified employee who will manage the performance of services, should this

employee be unable to complete his or her responsibility for any reason, Prime Contractor will immediately replace him or her with a qualified person and inform OWNER in writing.

- G. As built drawings and related specifications shall become and remain the property of OWNER. Copies of the drawings and specifications retained by OWNER may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Prime Contractor during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER'S representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all non-copy write protected documentation supplied pursuant to this Contract.
- H. Prime Contractor agrees that its officers, employees, Subcontractors and suppliers will cooperate with OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- I. Prime Contractor agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Governing Board and/or Board of County Commissioners.
- J. The rights and remedies of OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

20. RESPONSIBILITY OF OWNER

- A. OWNER agrees that its officers, employees, and contracted firms will cooperate with Prime Contractor in the performance of services under this Contract and will be available for consultation with Prime Contractor at such reasonable times with advance notice as to not conflict with their other responsibilities and in accordance with the communication methodology defined by OWNER.
- B. OWNER'S Departmental Responsibilities:
 - 1. OWNER'S Contracts Management Division will administer the bid solicitation, pre-bid conference, issue addenda, bid opening, bid protest, evaluation, Nevada State Contractors Board license compliance, no evidence of debarment in the Federal System of Award Management, bonds and insurance, Notice of Award of contract, prevailing wage rate compliance, and obtainment of governing body approval of fully executed change order(s), subcontractor substitutions, assignment of contractual rights, and any Notice to Remedy and Contract Termination. OWNER'S departmental representative assigned to administer the contract with the design professional (Architect/Engineer) shall review and approve all documents prior to presenting them to the Contracts Management Division for advertising a notice to bid and prior to release of a formal addenda.
 - 2. Upon the issuance of a written Notice of Award, the services performed by Prime Contractor under this Contract shall be subject to contract administration for compliance with the terms of this Contract by OWNER'S departmental representative assigned at the preconstruction meeting and/or as instructed in the written Notice to Proceed. OWNER'S departmental representative shall provide all contract administration including issuance of the written Notice to Proceed for commencement of work/services, substitutions ("or equal"), coordination with design professional and construction management firm, progress payment evaluation(s), invoice approval, payments and retainage, surety performance inquiries, negotiations and signature authority for change order(s), punch list(s), Notice of Substantial Completion, warranty inspections, corrective action notices, project conflicts, disputes, mediation demands. Additionally, shall administer and coordinate OWNER'S design professional, construction management firm or other OWNER contracted firm(s). OWNER'S departmental representative responsibilities under this Contract may be delegated to appropriate staff members or a third-party firm and shall notify Prime Contractor in writing before the effective date of each such delegation.
- C. The review comments of OWNER'S representative may be reported in writing as needed to Contractor. It is understood that OWNER'S representative's review and oral comments do not relieve Contractor from the responsibility for the timely completion, professional quality and technical accuracy of all work delivered under this Contract unless modified through a formal written change order(s) approved by the governing body.
- D. OWNER staff (including but not limited to those) from Plant Operations, Public Works and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with requirements of the Building Administrative Code, Chapter 22.2.

21. DISCLAIMER

The prospective BIDDERS responsible for obtaining all addenda, correspondence, CD data, and any other documentation issued by OWNER. OWNER is not responsible for the accuracy or completeness of any documentation the BIDDER receives from any source other than OWNER's Contracts Management Division.

GENERAL CONDITIONS

BID NO. 2021-06
ENTERPRISE QUICK CARE PHASE TWO RENOVATION PROJECT

SECTION 1: GENERAL

1.1 NOTICE(S) TO PROCEED

A. **Notice to Proceed (for Work)**

After receipt of all required post-bid bonds and proof of insurance, and any other required post-bid submittals, the Contracts Management Division will issue a Notice of Award which authorizes Prime Contractor to immediately execute the required contracts with equipment and material supplier(s), required Subcontractors, and apply for and obtain any necessary permits. The Plant Operations Department shall issue a Notice to Proceed to commence the work.

B. **Materials Notice to Proceed**

OWNER will issue a Materials Notice to Proceed to Prime Contractor authorizing the ordering of supplies, materials, equipment, etc. The supplies, materials, equipment, etc. must be received within 60 calendar days. During this period of time, OWNER may issue the Notice to Proceed for the work.

1.2 TIME: COMPLETION OF PROJECT

A. Time is of the essence and failure to meet the specified time to complete the work to be performed shall constitute a breach of the Contract and may result in termination of the Contract.

B. Successful Bidder, upon becoming the awarded Prime Contractor, shall commence the work to be performed on the date set by OWNER'S departmental representative in the written Notice to Proceed, continuing the work in accordance with the approved schedule and shall complete the entire work within 24 weeks from the date specified in the Notice to Proceed. Further, separable portions of the work may be subject to milestone or specific dates as established in this document. Prime Contractor shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications. Any costs associated with the overtime, which may be required to complete the project in time, and/or milestones specified shall be solely the responsibility of Prime Contractor and shall have been included in the bid amount(s).

1. In addition, where applicable, reference to time shall be in accordance with Section 108, "Prosecution and Progress" of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

2. The time specified above represents no overtime requirement. The scheduling of overtime for this project is solely the responsibility of Prime Contractor. OWNER is not responsible for any additional costs related to overtime work performed.

C. **Prime Contractor's Performance of Work**

Prime Contractor shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

D. **Liquidated Damages**

1. In case of failure on the part of Prime Contractor to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal change order, or if Prime Contractor fails to perform the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the contract or any extensions thereof, Prime Contractor shall pay to OWNER, as liquidated damages, the sum of ~~\$100.00~~ ²⁴⁹ for each calendar day of delay until the work is complete, together with any increased costs incurred by OWNER in completing the work.

2. **OWNER'S Recovery of Bidder's Preference Liquidated Damages**

If OWNER determines that Prime Contractor has failed to comply with a requirement certified in its Public Works Bidder's Preference Affidavit, OWNER may seek to recover by civil action Liquidated Damages for material breach of the contract in the amount of one percent (1%) of the Contract price.

1.3 PERMITS AND FEES

Prime Contractor shall determine and secure and pay for all fees and permits which may include, but not be limited to the following: building permit; plan check fee; dust control permit; sanitation/sewer; storm water pollution, water; tortoise; and other permits, connection and governmental fees; licenses; and all special inspections necessary for proper execution and completion of the work, unless otherwise specified. Prime Contractors shall direct questions to the designated contacts specified in the Instructions to Bidders.

1.4 UTILITIES

Prime Contractor shall, at its expense, arrange for, develop and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Prime Contractor at no additional cost to OWNER, unless otherwise specified in this bid document.

1.5 STANDARDS AND CODES

- A. Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.
- B. Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.
- C. In case of conflict among any of the above referenced Specifications standards and codes, or between any referenced standards and codes and the Specifications, reference is made to Section 105, Subsection 105.04 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Current Edition, and revisions thereto, unless otherwise specified in the General Conditions.

1.6 TAXES

Prime Contractor shall pay all taxes, levies, duties and assessments of any nature that may be applicable to any work under this Contract. The contract amount and any approved change orders amounts shall include all taxes imposed by law. Prime Contractor shall make any and all payroll deductions required by law. Prime Contractor herein indemnifies and holds OWNER harmless from any liability regarding any and all such taxes, levies, duties, assessments and deductions.

1.7 ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that Prime Contractor will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without prior written consent of OWNER and any sureties.

1.8 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

- A. The bidding and contract documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by Prime Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of a discrepancy, the following precedence will govern:
 - 1. Permits required by law from other agencies, and/or OWNER, issued to Prime Contractor, and/or OWNER.
 - 2. Change orders, supplemental contracts and amended contracts.
 - 3. Instructions to Bidders, including any addenda.
 - 4. General Conditions, including any addenda.
 - 5. Specifications, including any addenda.
 - 6. Contract Drawings, including any addenda.
 - 7. Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition, and all revisions through date of advertisement.
 - 8. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.

- B. Notwithstanding the above, if a permit provision conflicts with a provision in items 2-8, above, the more stringent provision controls.
- C. Notwithstanding the above, a change order, supplemental agreement or amended agreement takes precedence over a more stringent permit if the permitting agency approves in writing.
- D. Notwithstanding the above, in the event of a conflict between addenda, the more recent addenda controls.
- E. Notwithstanding the above, approved revisions to contract drawings, specifications and drawings will take precedence over items 5, 6, 7 and 8 respectively. Detailed contract drawings shall have precedence over general plans.
- F. Prime Contractor shall not take advantage of any apparent error or omission in the contract drawings or specifications. In the event Prime Contractor discovers such an error or omission, Prime Contractor shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.
- G. Section 105.04 of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition and all revisions through date of advertisement, does not apply to this Contract. That section is overridden, replaced and controlled by this Section 1.8 of the General Conditions of this Contract.

1.9 INDEMNITY

- A. Notwithstanding the insurance coverage required herein, Prime Contractor hereby indemnifies and shall defend and hold harmless OWNER, its officers, employees, agents and, if applicable, its construction manager, its officers and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses whatsoever of any kind or nature whether arising before or after completion of the work hereunder and in any manner directly and indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive by Prime Contractor, or anyone contracted with or acting under its direction or control, or in its behalf in connection with or incident to the performance of this Contract.

Prime Contractor's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the parties indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct of the parties indemnified or held harmless.

- B. Prime Contractor agrees to indemnify, defend, and hold harmless OWNER, its officers and employees, from any and all claims by Prime Contractor's employees or its subcontractors' employees, for work-related injuries arising out of the performance of the contract.

1.10 ADA REQUIREMENTS

All work performed or services rendered by Successful Prime Contractor must comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. It shall be the responsibility of Successful Prime Contractor to advise OWNER should OWNER'S requirements not meet the appropriate accessibility standards.

1.11 AUDITS

The performance of this contract by Prime Contractor is subject to review by OWNER to ensure contract compliance. Prime Contractor agrees to provide OWNER any and all information requested that relates to the performance of this contract. All requests for information shall be in writing to Prime Contractor. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract. 249

SECTION 2: MATERIALS:

2.1 PATENT INDEMNITY

- A. Prime Contractor hereby indemnifies and shall defend and hold harmless OWNER, its officers, employees, agents and, if applicable, its construction manager, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its construction manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by Prime Contractor, or out of the processes or actions employed by, or on behalf

of Prime Contractor in connection with the performance of the contract. Prime Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its construction manager; provided that OWNER or its construction manager shall have notified Prime Contractor upon becoming aware of such claims or actions, and provided further that Prime Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its construction manager.

- B. Prime Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

2.2 SUBSTITUTIONS ("OR EQUAL")

A. Policy

- 1 Prior to proposing any substitute material, product, or service, Prime Contractor shall satisfy itself that the material, product, or service proposed is, in fact, equal to that specified. Prime Contractor may only request a substitution if a material or product will fit into the space allocated, affords comparable ease of operations, maintenance and service, that the appearance, and longevity is equal to or better than the material or product specified; or that the substitution of such material, product, or service by reason of cost savings, reduced construction time, or similar demonstrable benefit will be in OWNER'S interest.
- 2 The burden of proof of equality of a proposed substitution for a specified material, product, or service shall be upon Prime Contractor. Prime Contractor shall support its request with sufficient test data and other means to permit OWNER to make a fair and equitable decision on the merits of the proposal. Prime Contractor shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. OWNER will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.
- 3 Approval of a substitution shall not relieve Prime Contractor from responsibility for compliance with all requirements of the Contract. Prime Contractor shall bear the expense for any changes in other parts of the work caused by any substitutions.
- 4 Materials, products or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material, product or service.
- 5 Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

B. Procedure

Should Prime Contractor wish to use any material, product, or service other than those specified by brand or trade name, it shall, within **10 calendar days** after award of the contract, submit to the Architect or Engineer, a written request for substitution accompanied by all data necessary for the Architect or Engineer to determine whether the requested substitution is equal to the specified material, product, or service. If Prime Contractor fails to submit written requests within **10 calendar days** after the award of the contract, no substitutions will be allowed. The submission of a request to substitute a material, product, or service gives rise to no obligation on the part of OWNER to accept such substitute, or on the part of the Architect or Engineer to determine such substitute to be the equal of that specified.

The Architect or Engineer will have a reasonable amount of time to review requests for substitution and make a recommendation to OWNER. Should the substitute be acceptable to OWNER, an authorization will be written allowing the provision of the substitute material, product, or service. No substitution will be allowed which will increase the Contract amount.

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2.3 DELIVERY, UNLOADING AND STORAGE

Prime Contractor shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet OWNER'S approval. Materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by Prime Contractor.

2.4 INVOICING

Invoices are to be sent within thirty (30) calendar days of the completion of the work. Payment of invoices will be made

within forty-five (45) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

In accordance with NRS 244.250 OWNER shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date Successful BIDDER performs services, provides deliverables, or milestones.

All invoices should include the following information:

- A. OWNER's Progress Billing form
- B. Company Name
- C. Complete Address (including street, city, state, and zip code)
- D. Telephone Number
- E. Contact Person
- F. OWNER Purchase Order Number
- G. Bid Number
- H. Itemized pricing per the Schedule of Values
- I. Company's Invoice Number
- J. OWNER Project Number(s)

SUCCESSFUL BIDDER is responsible to ensure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form.

2.5 PAYMENT OF MATERIAL

- A. At the discretion of OWNER, payment for materials on hand may be made when a paid invoice is presented to the Architect/Engineer for inclusion with the estimate, provided the materials meet the requirements of the plans and specifications, and are stored under acceptable storage conditions. Payment for materials on hand does not alter the responsibility of Prime Contractor for all materials until final acceptance of the work.
- B. If materials are not specifically purchased for the work, but are taken from Prime Contractor's stock, then in lieu of invoices, there shall be submitted to OWNER statements accompanied by an affidavit of Prime Contractor, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to Prime Contractor.
- C. It is understood and agreed that the transfer of title to and OWNER'S payment of such stored or stockpiled material shall in no way relieve Prime Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

2.6 WARRANTY

- A. Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the contract shall be new, and where grade is not specified, shall be of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to OWNER. Unless otherwise provided in the contract, Prime Contractor warrants all equipment, materials, and labor furnished or performed under this contract against defects in design, materials (unless furnished by OWNER), and workmanship for a period of **12 months** (unless longer guarantees or warranties are provided for in the contract in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the same were furnished or performed by Prime Contractor or by any of its subcontractors of any tier. Upon receipt of written notice from OWNER of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Prime Contractor at a time acceptable to OWNER.
- B. Prime Contractor shall perform such tests as OWNER may require verifying that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal of any barrier, necessary to gain access, shall be borne by Prime Contractor.
- C. Prime Contractor warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of twelve (12) months from and after date of acceptance thereof. Should Prime Contractor fail to promptly make the necessary redesign, repair, replacement, and tests, OWNER may perform or cause to be performed the same at Prime Contractor's expense. Prime Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

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SECTION 3: LABOR

3.1 PREVAILING WAGES

- A. Prime Contractor and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. Prime Contractor shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals \$100,000 or more. Bidders are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: www.Labor.NV.Gov, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. **Please note that if a change order causes a contract to exceed \$100,000, OWNER will audit the entire contract period.**
- B. In accordance with NRS 338.013.3, Prime Contractor shall report to the Labor Commissioner and OWNER the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.
- C. In accordance with NRS 338.060 and 338.070, Prime Contractor shall forfeit as a penalty to OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on OWNER'S project is paid less than the designated rate for any work done under the contract by Prime Contractor or any Subcontractor under it. If Prime Contractor or any Subcontractor on the project fails to submit the certified payroll reports to OWNER within **15 calendar days** after the end of the month, Prime Contractor shall forfeit as a penalty to OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of Prime Contractor's business to determine the amount per worker per day to be imposed. Any Prime Contractor or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime Contractor shall reimburse OWNER for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys' fees.
- D. In accordance with NRS 338.070 (5) (a) (b) and NRS 338.070 (6), Prime Contractor and each Subcontractor shall keep or cause to be kept:
 1. An accurate record showing for each worker employed by Prime Contractor or Subcontractor;
 - a) The name of the worker;
 - b) The occupation of the worker;
 - c) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - d) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - e) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - f) The actual per diem, wages, and benefits paid to the worker.
 2. An additional accurate record showing for each worker employed by Prime Contractor or Subcontractor who has a driver's license or identification card;
 - a) The name of the worker;
 - b) The driver's license or identification card number of the worker; and
 - c) The state or other jurisdiction that issued the license or card.

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The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by OWNER. Prime Contractor, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by OWNER no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is **confidential and not open to public inspection**. Prime Contractor, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by Prime Contractor and each Subcontractor shall be submitted to OWNER at the following address:

University Medical Center of Southern Nevada
Plant Operations Department
Attn: Construction Manager
1800 West Charleston Blvd.
Las Vegas, Nevada 89102

Attached are sample forms that may be used to document the above required information. **See Exhibit I.**

Two years after Project's final payment is made by OWNER; the records in OWNER'S possession may be destroyed.

- E. **Prime Contractor shall comply with the requirements of NRS 338.020 and post on the site of the public work in a place generally visible place to the workers, the Nevada Prevailing Wage Rates and all addenda.**
- F. **Certified Payroll Reports:** Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, Prime Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each worker employed by it in connection with the public work.

Each Prime Contractor and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation at the discretion of and in the manner specified by OWNER. This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

Prime Contractor and each Subcontractor are required to submit a copy of the record for each calendar month to OWNER no later than **15 calendar days** after the end of the month for the purposes of public inspection. Prime Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. A Prime Contractor shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from Prime Contractor by the public body because Prime Contractor failed to submit certified payroll reports within **15 calendar days** after the end of the month if the Subcontractor provided certified payroll reports to Prime Contractor within **10 calendar days** after the end of the month or the date agreed upon by Prime Contractor and Subcontractor. Prime Contractor shall submit OWNER'S copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPTracker or Prime Contractor shall submit paper copies if notified.

Certified Payroll Reports will be available for public viewing. The Manager of Facility Maintenance may be contacted at (702) 383-2301 to view the reports.

For Certified Payroll Submissions pertaining to this project please note contact information below:

Name: Tamera Hone
Email: tamera.hone@umcsn.com
Phone: 702-610-6197

3.2 USE OF APPRENTICES *(Applicable to all projects advertised and awarded after January 1, 2020)*

By submitting a Bid on projects awarded after January 1, 2020, BIDDER represents that it and its subcontractors will comply with SB 207 (2019), NRS 338.01165 in regards to the hiring of apprentices from a valid Apprenticeship Program (recognized by the State Apprenticeship Council) for the applicable type of public work (as defined in NRS 338.010).

A Prime/Bidder and/or Subcontractor engaged in a Vertical Construction who employs a worker pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of total hours of labor in each apprenticed craft or type of work to be performed which more than three workers are employed on a public work.

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A Prime/BIDDER and/or Subcontractor engaged in a Horizontal Construction who employs a worker pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of total hours of labor in each apprenticed craft or type of work to be performed which more than three workers are employed on a public work.

3.3 APPRENTICE FORMS AND WAIVERS

1. **All Prime/BIDDERS must submit with Bid** a completed Project Workforce Checklist - Prime, provided by OWNER, **Bid Attachment No. 5**. All trade/craft shall be checked that will be applicable to the project.

The required forms and supporting documentation noted in Subsection 2 and 3 below, may be sent via email to frances.heij@umcsn.com, or hand delivered to 901 Rancho Lane, Ste. 265, Las Vegas, NV 89106, attention to Contract Management Division.

2. The three apparent lowest bidders must submit a completed and signed Project Workforce Checklist - Subcontractors, **Bid Attachment No. 6**, for all named (used) subcontractors by 5:00 p.m. the next business

day following the bid opening. All trade/craft shall be checked that will be applicable to the project.

3. Within 10 business days after bid opening, the three apparent lowest bidders must submit **Bid Attachment No. 7, Request for Waiver form**, provided by OWNER, for the Prime/BIDDER and/or all named (used) subcontractors. All supporting documentation for waiver(s) must be submitted with the Request for Waiver form. **If waivers are not needed, please indicate such on the Request for Waiver form, and submit as directed above.**

A Request for Waiver (for cause) can be submitted if:

1. No Apprentices are available from an apprenticeship program with Clark County as recognized by the State Apprenticeship Council; or
2. A request for Apprentices was denied, or not acted upon with five (5) business days of submission; or
3. The project requires the performance of uniquely complex or hazardous work.

Failure to submit the Workforce/Apprentice utilization forms and supporting documentation described above, within the required time, may deem the bid non-responsive.

Any or all of these forms will be required for any additional subcontractors added during the course of construction.

3.4 STATE OF NEVADA LEGAL HOLIDAYS

Prime Contractor is advised that below there are 10 firm legal holidays and 11 when December 31st falls on Friday.

Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veteran's Day
Thanksgiving Day and the Friday After
Christmas Day
New Year's Day

Prime Contractor is required to verify dates with OWNER'S representative prior to commencement of the Project.

3.5 COPELAND ANTI-KICK BACK ACT

Prime Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Prime Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

3.6 EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of this contract.

3.7 NON-DISCRIMINATION / FAIR EMPLOYMENT PRACTICES

A. Discrimination:

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, OWNER may declare SUCCESSFUL BIDDER in breach of the contract, terminate the contract, and designate Successful BIDDER as non-responsible.

B. Fair Employment Practices:

In connection with the performance of work under this contract, Prime Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. 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.

Prime Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by a Prime Contractor shall constitute a material breach of this Contract.

3.8 PREFERENTIAL EMPLOYMENT

All contractors shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by Prime Contractor, this contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this contract void.

3.9 SUBCONTRACTOR/INDEPENDENT CONTRACTOR

A. Prime Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Prime Contractor shall act as an independent Contractor and not as the agent of OWNER in performing the Contract. Prime Contractor shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in this Contract or any subcontract awarded by Prime Contractor shall create any contractual relationship between any such Subcontractor and OWNER. Prime Contractor shall perform all work in accordance with its own methods subject to compliance with the Contract.

B. Any subcontract entered into by Prime Contractor and its Subcontractor or Material Supplier shall not create any contractual relationship between OWNER and Subcontractor or Material Supplier. It is Prime Contractor's responsibility to ensure all subcontract agreements and material supply contracts comply with the terms and conditions set forth in this Contract and applicable Statutes. If Prime Contractor submitted with its Bid a signed and notarized Affidavit, Prime Contractor must include in each contract between Prime Contractor and Subcontractor the apportionment of Bidder's Preference Liquidated Damages assessed (General Conditions Section 1.1.2(D)).

Prime Contractor shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by Prime Contractor unless such substitution meets the requirements of NRS Chapter 338.

C. Bidders are encouraged to refer to the following website for information regarding sub-contractors: <http://www.sumnumarketing.com/wp-content/uploads/2019/06/Local-Small-Business-DirectoryREVISED-053019.pdf>

3.10 REPORTING OF ALLEGED VIOLATIONS OF THE LAW

Prime Contractor should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

3.11 LABOR STRIFE

Prime Contractor shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

3.12 ELIGIBILITY FOR PREFERENCE IN BIDDING

OWNER shall award the Contract to the BIDDER who submits the best Bid as defined by NRS 338.147 and, in doing so will consider the BIDDER'S eligibility for a bidding preference as defined by NRS 338.147. Eligibility for the preference will be established if the BIDDER, at the time of Bid: 1) submits a valid certificate of eligibility from the State Contractor's Board; and 2) submits the "Affidavit Pertaining to Preference Eligibility" form, attached hereto as **Bid Attachment No. 4**, within two (2) hours after the completion of the opening of the Bid by OWNER, included as part of the Bid Documents and hereafter incorporated into the Contract. A person who submitted a bid on the public work or an entity who believes that Prime Contractor who was awarded the contract for the public work is not entitled to receive preference in bidding on public works under Nevada Law may: 1) challenge the validity of the certificate of eligibility by filing a written objection with OWNER in compliance with NRS 338.147 (13) within three (3) business days after the Bid opening; or 2) file a written objection with OWNER setting forth proof or substantiating evidence to support the belief that Prime Contractor has failed to comply with NRS 338.147. In evaluating an objection to the certificate of eligibility, OWNER shall comply with the requirements of NRS 338.147 (14).

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3.13 BIDDERS RECEIVING PREFERENCE

A. If Prime Contractor submitted, within two (2) hours after the completion of the opening of the Bid, a signed and notarized "Affidavit Pertaining to Preference Eligibility" form, and fails to comply with any of the requirements certified in the Affidavit, such failure is a material breach of the Contract and entitles OWNER to liquidated damages in the amount of one percent (1%) of the Contract Price.

B. A person who submitted a Bid who believes that Prime Contractor that obtained a preference bidding by submitting within two (2) hours after the completion of the opening of the bids a signed and notarized Affidavit has failed to comply with a requirement certified in the Affidavit, may file a "written objection" with OWNER that sets forth proof or substantiating evidence to support the belief of the person or entity that Prime Contractor has failed to comply.

- C. If OWNER receives a written objection from a person who submitted a Bid about a Prime Contractor who submitted an Affidavit within two (2) hours after the completion of the opening of the bids has failed to comply with a requirement certified in the Affidavit, OWNER shall determine whether the objection is accompanied by the required proof or substantiating evidence. If OWNER determines that the objection is not accompanied by the required proof or substantiating evidence, OWNER shall dismiss the objection. If OWNER determines that the objection is accompanied by the required proof or substantiating evidence or if OWNER on its own initiative determines that the required proof or substantiating evidence exists, OWNER shall determine that Prime Contractor has failed to comply with a requirement certified in his or her Affidavit, OWNER may seek to recover by civil action liquidated damages for material breach of the Contract in the amount of one percent (1%) of the Contract Price.
- D. If Prime Contractor submitted within two (2) hours after the completion of the bid opening of the Bid, a signed and notarized Affidavit, Prime Contractor must:
 - 1. Each Contract between Prime Contractor and a Subcontractor must provide for the apportionment of liquidated damages to be assessed if a person other than Prime Contractor is responsible for a breach of the Affidavit. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.
 - 2. Submit copies of the vehicle registration for all vehicles used primarily for the public work. For vehicles that are not registered in the State of Nevada, submit documentation confirming that the vehicle is registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 706.826. The documentation required by this subparagraph shall be provided no later than 30 calendar days following the first use of a vehicle on the Site and shall be supplemented as necessary during the course of the work to comply with the requirements certified by the Affidavit. Attached is a sample form that may be used to submit the documentation. See Exhibit J.
 - 3. Submit a monthly report of all Suppliers of materials used for the Project with company name and address. Report shall be submitted no later than 15 calendar days following the end of each month during the course of the Work. A report showing the information in cumulative summary form shall be provided as a condition of Final Completion. See Exhibit K.

SECTION 4: SITE SAFETY AND SECURITY

4.1 RESPONSIBILITY FOR WORK SECURITY

- A. Prime Contractor shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. Prime Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, OWNER'S property, and the work site. Prime Contractor shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.
- B. Prime Contractor shall comply with all applicable laws and regulations. Prime Contractor shall cooperate with OWNER on all security matters and shall promptly comply with any project security requirements established by OWNER. Such compliance with these security requirements shall not relieve Prime Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Prime Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. Prime Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to OWNER in a timely manner.

4.2 CONTRACTOR SITE RESPONSIBILITIES

- A. Unless otherwise specifically provided in the Contract, Prime Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by OWNER. Before Prime Contractor begins such work, it shall give due notice to OWNER of its intention to start such work. Prime Contractor shall not be entitled to any extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.
- B. Prime Contractor shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by OWNER, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by Prime Contractor.
- C. OWNER reserves the right to permit access to the site by other contractors if necessary. Prime Contractor

shall cooperate and coordinate with OWNER as needed.

4.3 CONSTRUCTION SAFETY

Neither OWNER nor its employees, agents, Architect/Engineer or construction management firm shall be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of construction, methods of construction employed by any Prime Contractor, subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.

A. General

1. Prime Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Prime Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
2. In an emergency affecting the safety of life or of the Work or of adjoining property, Prime Contractor shall follow the instructions of OWNER or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

B. Protection of Persons

1. Prime Contractor shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. Prime Contractor shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.
2. Except as otherwise stated in the Contract Documents, if Prime Contractor encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), that Prime Contractor shall immediately stop work in the area affected and give notice to OWNER and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by OWNER.

4.4 CLEANING UP

- A. Prime Contractor shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, Prime Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before final payment is made, Prime Contractor shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and Prime Contractor shall leave the premises and work site in a neat, clean, and safe condition. In the event of Prime Contractor's failure to comply with the above requirements may be accomplished by OWNER at Prime Contractor's expense.
- B. In the case of Public Works Off-Site Construction Reference to use of completed portions of the work, shall conform to Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

4.5 FIRE PREVENTION

- A. Prime Contractor shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of Prime Contractor.
- B. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.
- C. Prime Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected, and a fire watch shall be provided by Prime Contractor to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and must be knowledgeable regarding proper use.

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SECTION 5: PROJECT COSTS AND WAGES

5.1 CHANGE ORDERS

Prime Contractor shall comply with all provisions and conditions which are required by the Contract for change order(s) which increase the Contract amount. Prime Contractor represents that change order(s) will include all related costs prior to presentation to OWNER for consideration. Retroactive change order(s) will be rejected. Work which is specifically required by OWNER or its representative, and which is in addition to work required by the Contract, will be charged against a formal change order executed by both parties. Then the work defined shall commence as directed

by OWNER's representative. The total of all change order(s) for the project may not exceed fifteen percent (15%) of the original Contract amount without prior approval by the Governing Body, with the following conditions:

A. Prime Contractor shall submit proposals and/or billings for materials and/or labor for all additional work requested on the following basis, -and in all cases, Prime Contractor shall conform to the following requirements, and costs shall be limited to those set forth below:

1. Products and Materials

- a. The costs of products and materials to Prime Contractor or Subcontractor, less any applicable trade discounts.
- b. Where the Prime Contractor supplies products and materials to OWNER directly, the Prime Contractor will be allowed to add a maximum of ten percent (10%) overhead and profit in its billing to OWNER. Where the Subcontractor supplies products or materials to OWNER, through the Prime Contractor, the Prime Contractor will be allowed to add a maximum of ten percent (10%) overhead and profit for the Subcontractor, and above that, five percent (5%) overhead and profit for itself in its billing to OWNER.
- c. OWNER reserves the right to request copies of any invoice(s), including those from the originating supplier(s), Subcontractor(s), or manufacturer(s).
- d. No overhead and profit will be allowed on any applicable taxes.

2. Labor

- a. Where the Prime Contractor supplies labor to OWNER directly, the Prime Contractor will be allowed to add a maximum of fifteen percent (15%) overhead and profit in its billing to OWNER.

Labor costs shall be in compliance with the prevailing wage rates as specified in Section 3, Labor, 3.1 Prevailing Wages.

- b. Where the Subcontractor supplies labor to OWNER, through the Prime Contractor, the Prime Contractor will be allowed to add a maximum of fifteen percent (15%) overhead and profit for the subcontractor; and above that, a maximum of ten percent (10%) overhead and profit for itself in its billing to OWNER.

Labor costs shall be in compliance with the prevailing wage rates as specified in Section 3, Labor, 3.1 Prevailing Wages.

- c. OWNER reserves the right to request copies of any invoice(s) or time sheet(s) relevant to labor charged.
- d. Should a contract originally awarded for less than \$100,000 be increased over that amount through the issuance of change order(s), Prime Contractor shall then comply with all provisions and requirements of the Prevailing Wage Rates and represents that change order(s) will include labor and all related costs prior to presentation to OWNER for consideration. Retroactive change order(s) will be rejected.

5.2 RELEASE OF RETENTION

Not more than ninety-five percent (95%) of the amount of any progress payment must be paid until fifty percent (50%) of the work required by Prime Contractor has been performed. The amount of retention with respect to progress payments shall be five percent (5%) until the work is fifty percent (50%) complete. After the work is fifty percent (50%) complete, no further amount shall be retained from future progress payments, provided Prime Contractor is making satisfactory progress. In the event of unsatisfactory progress, OWNER shall retain five percent (5%) from any progress payments. OWNER, or OWNER representative shall determine when the work is fifty percent (50%) complete.

The specified retention amount will be released following OWNER'S issuance/approval of the Notice of Completion, provided that the following conditions are met:

- A. All punch list items have been completed.
- B. A Certificate of Occupancy or temporary Certificate of Occupancy has been received (if applicable).
- C. Final record drawings and specifications have been submitted (if applicable).
- D. No known premium delinquency exists with Prime Contractor's workers' compensation insurer.

- E. All required documentation has been submitted to OWNER and no request has been made to OWNER by the Labor Commissioner, to hold retention.

OWNER may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions as specified above, and only with written notice to Prime Contractor. The difference of the retention may then be paid.

SECTION 6: PROJECT COMPLETION

6.1 USE OF COMPLETED PORTIONS OF WORK

- A. Whenever, as determined by OWNER, any portion of work performed by Prime Contractor is in a condition suitable for use, OWNER may initiate a certificate of substantial completion for that portion and take possession of or use such portion.
- B. Such use by OWNER shall in no case be construed as constituting final acceptance, and shall neither relieve Prime Contractor of any of its responsibilities under the Contract, nor act as a waiver by OWNER of any of the conditions thereof, provided that Prime Contractor shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost, or delays the completion of remaining portions of work, Prime Contractor shall be entitled to an equitable adjustment mutually agreed upon prior to OWNER taking possession.
- C. If, as a result of Prime Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to OWNER, OWNER shall have the right to continue such use until such portion of work can, without injury to OWNER, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months, unless otherwise mutually agreed upon in writing between the parties.
- D. Prime Contractor shall not use any permanently installed equipment unless such use is approved by OWNER in writing. Where Prime Contractor's written request is granted for the use of certain equipment, Prime Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of OWNER.
- E. If OWNER furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of Prime Contractor and shall be considered Prime Contractor's employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by OWNER.
- F. Use of completed portions of off-site improvements shall be done in accordance with Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

6.2 RECORD DRAWINGS AND SPECIFICATIONS

- A. Progress Records: During construction, Prime Contractor shall keep a marked-up, up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed.
- B. Final Records: When specified or required upon completion of work, Prime Contractor shall furnish to OWNER a complete set of marked-up as-builts with "RECORD" clearly printed on each sheet. OWNER, at its expense, will furnish Prime Contractor with drawings for mark-up by Prime Contractor. Prime Contractor shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

6.3 TESTING, INSPECTIONS, AND FINAL ACCEPTANCE

- A. When Prime Contractor considers that all work under the Contract is complete, Prime Contractor shall inform OWNER in writing. When the results of inspection and testing satisfy OWNER that all work under the Contract is completed and in accordance with the requirements of this Contract, OWNER shall initiate the Notice of Completion process.
- B. The date of final acceptance of the project shall be the date upon which OWNER accepts and issues a Notice of Completion for the project.
- C. All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the project by OWNER as defined herein except that OWNER, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

6.4 CONTRACT TERMINATION

- A. Termination by OWNER for Cause

1. OWNER may terminate the Contract for Construction if Prime Contractor:
 - a) Fails to maintain Bonding, Nevada State Contractor's Board License, Worker's Compensation Insurance, insurance coverage for limits as defined in the contract documents; or
 - b) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or
 - c) Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or
 - d) Has otherwise materially breached the Contract.
2. When any of the above reasons exist, OWNER may without prejudice to any other rights or remedies of OWNER and after giving Prime Contractor and Prime Contractor's Surety, if any, **7 business days'** advance written notice, terminate the contract with Prime Contractor and may, subject to any prior rights of the Surety:
 - a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Prime Contractor;
 - b) Accept assignment of Subcontractors pursuant to this Contract (contingent assignment of subcontracts to OWNER if Contract is terminated); and,
 - c) Finish the work by whatever reasonable method OWNER may deem expedient.
3. When OWNER terminates the Contract for one of the reasons stated in this section "Termination by OWNER for Cause," Prime Contractor shall be entitled to receive payment only on work completed and accepted by OWNER as of that termination date.
4. If the costs of finishing the work, including expenses made necessary thereby, exceed the Contract amount, Prime Contractor shall pay the difference to OWNER. The amount to be paid to OWNER shall survive Termination of the Contract.

B. Suspension by OWNER for Convenience

1. OWNER may, without cause, order Prime Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as OWNER may determine.
2. An adjustment shall be made for increase in the cost of performance of the requirements of the Contract documents, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - a) That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Prime Contractor is responsible; or
 - b) That an equitable adjustment is made or denied under another provision of the Contract.
3. Adjustments made in the cost of performance must have a mutually agreed fixed price.

C. Termination for Convenience by OWNER

Prior to, or during the performance of the work, OWNER reserves the right to terminate the contract for its convenience. Upon such an occurrence, the following procedures will be adhered to:

1. OWNER will immediately notify the Architect/Engineer and/or Prime Contractor in writing specifying the effective termination date of the Contract. Page 11 of 249
2. After receipt of the Notice of Termination, Prime Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract.
 - a) Stop all work.
 - b) Place no further subcontracts or orders for materials or services.
 - c) Terminate all subcontracts.
 - d) Cancel all material and equipment orders as applicable.

- e) Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of Prime Contractor.
- 3. Within 180 days of the date of the Notice of Termination, Prime Contractor shall submit a final termination settlement proposal to OWNER based upon costs incurred up to the date of termination, reasonable profit on work done only, and reasonable demobilization costs. If Prime Contractor fails to submit the proposal within the time allowed, OWNER may determine the amount due to Prime Contractor because of the termination and shall pay the determined amount to Prime Contractor.

SECTION 7: PROJECT CONFLICTS

7.1 DISPUTES

All claims, disputes or other controversy that may arise between OWNER and Prime Contractor relating to any provisions of this Contract, or its performance, which have not been waived by the making and acceptance of final payment or any progress payment, must be attempted to be resolved by the parties by informal negotiations prior to the initiation of mediation. In the event such claim, dispute or controversy cannot be resolved by informal negotiations within forty-five (45) calendar days after either party made a written request for such informal negotiations, the parties shall, pursuant to NRS 338.150, attempt to resolve the claim, dispute or controversy by non-binding mediation prior to initiating judicial action. If the claim, dispute or controversy is not resolved by non-binding mediation, then the parties may proceed with judicial action in District Court. In no way is this Contract intended or to be interpreted to require arbitration.

In the event Prime Contractor files a claim in District Court, pursuant to one or more provisions of NRS 338.640, and OWNER prevails in the Court's decision, then Prime Contractor shall pay OWNER'S attorneys' fees. Further, Prime Contractor acknowledges that NRS 338.640 is contained within Nevada's Prompt Pay Act and, thus, fee-shifting provisions apply only to actions involving ordinary progress payments, and not claims for additional compensation or additional days beyond this contract.

OWNER and Prime Contractor, in any legal proceeding, including this mediation, an arbitration or Court action, shall bear their own fees and costs. This specifically extends to any pass-through claims asserted by or on behalf of subcontractor. OWNER shall not be liable for fees or costs as an element of consequential damages.

7.2 NOTICE OF NON-BINDING MEDIATION

After the expiration of the forty-five (45) days for informal negotiations, as set forth in Item 7.1 above; either OWNER or Prime Contractor may initiate mediation by providing written notice to the other party against whom a claim, dispute or controversy is being made by submitting the following:

- A. A written demand by the party initiating the mediation that the claim, dispute, or other controversy be referred to a mediator;
- B. The names, addresses and telephone numbers of the parties;
- C. A reference to any contract provisions from which the claim, dispute or controversy arises;
- D. A complete description and a specific statement of the claim(s), dispute(s) or controversy(ies) and a showing of entitlement to relief;
- E. The relief or remedy sought and the amount of money claimed;
- F. If Prime Contractor is the initiating party, a copy of Prime Contractor's documents generated in preparation or determination of prices included in the bid as required by NRS 338.140(1)(d);
- G. If Prime Contractor is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by Prime Contractor that it agrees with the merits and the amount of the claim;
- H. If Prime Contractor submits a total cost or modified cost claim, dispute or controversy then Prime Contractor must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that Prime Contractor was not responsible for the added expenses; and 5) that OWNER, and not anyone else, is responsible for the additional cost; and
- I. If Prime Contractor is the initiating party, it must submit the written demand of mediation to OWNER in the time period set forth in the claim's presentment statute of NRS 244.250.
- J. If Prime Contractor is the initiating party of the claim, dispute or controversy, Prime Contractor shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of Prime Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which Prime Contractor believes OWNER is liable.

7.3 SELECTION OF MEDIATOR

The mediator shall be chosen by mutual agreement of the parties.

7.4 COST OF THE MEDIATION

The fees and expenses of the independent private mediator shall be shared equally by OWNER and Prime Contractor. OWNER and Prime Contractor shall each pay their own costs and expenses, including, but not limited to, expert, and attorney fees incurred in the mediation of any claim, dispute, or controversy, including, but not limited to, their own costs of preparation of, and presentation of all claims prior to, and through the mediation period. Neither OWNER nor Prime Contractor shall be entitled to an award of interest.

7.5 LOCATION OF THE MEDIATION

The mediation shall take place at a location designated by OWNER at a COUNTY-owned facility.

7.6 MEDIATOR AGREEMENT

The parties shall enter into an agreement with the mediator that will include, among other provisions, the mediator's fees and costs, the mediator's responsibilities, and the mediator's model standards of conduct. The parties agree to propose that the mediator enter into an agreement in substantial form as that attached hereto as **Exhibit C**, prior to serving in any capacity as a mediator.

7.7 MEDIATION PROCEEDING

- A. The parties and the mediator shall agree on the date of the mediation and time of the mediation. Unless the parties and the mediators mutually agree otherwise, the mediation shall take place within ninety (90) days after execution of the mediator agreement.
- B. Either party may be represented by an attorney. Representation is not required. Parties are expected to have present at the mediation an officer, partner, employee or other person authorized to make decisions regarding the resolution of the dispute, claim or controversy. Prime Contractor acknowledges that OWNER is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Governing Board and/or Board of County Commissioners.
- C. The mediation shall consist of one or more sessions totaling no more than sixteen (16) hours, unless otherwise mutually agreed to by the parties and the mediator. Unless the parties otherwise mutually agree, it shall be an irrebuttable presumption that efforts beyond sixteen (16) hours would be futile.
- D. Prior to the mediation session, on a date mutually agreed upon by the mediator and the parties, as set forth in Section 7.7(a), above, each party shall provide the mediator with a written memoranda addressing the facts, issues, legal arguments and damages related to the claim, dispute or controversy. In addition to the written statement, the parties shall produce all relevant information reasonably required by the mediator to understand the issues and positions presented. Each party will provide the written statement and supporting documents to the mediator only. The parties will not exchange the written statement and supporting documents. The written statement shall be double spaced, no smaller than twelve (12) characters per inch and not to exceed thirty (30) pages, unless mutually agreed to otherwise by the mediator and the parties. The party initiating the mediation shall provide the mediator with the information set forth in Section 7.2 of this section.
- E. The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a Confidentiality Agreement, attached hereto as **Exhibit D** prior to the commencement of the mediation proceeding.
- F. The mediation session will be private. Persons other than the parties and their representatives may attend only with the permission of both parties and the consent of the mediator. Unless mutually agreed to by the parties, OWNER and Prime Contractor, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.
- G. The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.
- H. The parties agree that opinions, recommendations, proposals, suggestions made or written, or views expressed, by the mediator will not be introduced, used or relied upon in any arbitral, judicial or other proceedings.

7.8 TERMINATION OF MEDIATION

The mediation shall be terminated:

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- A. by the execution and approval of a settlement agreement by the parties;
- B. by declaration of the mediator that further efforts at the mediation are no longer worthwhile;
- C. after the completion of the mediation session if the parties do not settle, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated;
- D. a party gives written notice of withdrawal; or
- E. when there has been no communication between the mediator and a party or a party's representative for fourteen (14) days, at no fault of the mediator, following the conclusion of the mediation session.

7.9 WORK IN PROGRESS

At all times while the informal negotiations or mediation action is pending, Prime Contractor shall carry on with the work

set forth in this Contract and maintain its progress schedule in accordance with the requirements of the Contract, unless OWNER exercises its right to terminate, pursuant to Section 6 of this Contract, or otherwise mutually agreed upon in writing by the parties.

7.10 SECTION 105.17(c) OF THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS DOES NOT APPLY

Section 105.17(c) of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition and all revisions through date of advertisement, does not apply to this Contract. That section is overridden and controlled by Section 7 of the General Conditions of this Contract.

SECTION 8: FORCE MAJEURE

8.1 FORCE MAJEURE

Prime Contractor shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, pandemic, fire, war, loss, or shortage of transportation facilities, terms and conditions Specific lockout or commandeering of raw materials, products, plants or facilities by the government. Prime Contractor shall provide OWNER satisfactory evidence that non-performance is due to other than fault or negligence on its part.

SPECIAL CONDITIONS

BID NO. 2021-06

ENTERPRISE QUICK CARE PHASE TWO RENOVATION PROJECT

1. PRE-CONSTRUCTION CONFERENCE

- A. A Pre-Construction Conference shall be held after the award of the contract and SUCCESSFUL BIDDER has submitted all post award submittals. OWNER'S representative shall schedule this meeting.
- B. SUCCESSFUL BIDDER and all subcontractors are required to attend the Pre-Construction Conference to discuss this project, requirements, and all associated required documents. The Notice to Proceed will not be issued until all parties involved in the project have completed and returned the required forms. Successful BIDDER is responsible for attendance of all subcontractors at the Pre-Construction Conference and their submission of the required forms.
- C. Prime Contractor shall provide all submittals requested within **five calendar days** from the date of the Pre- Construction Conference. If Prime Contractor does not provide submittals on or before the 5th calendar day, it will pay over to OWNER the amount of **\$100.00** per day as liquidated damages.
- D. The Prime Contractor shall be able to provide the OWNER, at OWNER's request, evidence of successful experience in working in an operating Hospital environment and knowledge of ICRA's

2. SPECIAL WORK CONSTRAINTS

- a) All work performed under the Contract will only be allowed under OWNER-approved work and safety plans.
- b) The SUCCESSFUL BIDDER is required to attend any progress meetings as well as any required Safety meetings, at time(s) to be mutually determined at the Pre-Construction Conference.
- c) The SUCCESSFUL BIDDER is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.
- d) Off-Site parking will be provided for the SUCCESSFUL BIDDER and Subcontractor(s). The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). The Successful BIDDER and Subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.
- e) Site Access will be restricted to badged SUCCESSFUL BIDDER and Subcontractor employees ONLY. OWNER will provide badges based upon a continually updated (daily) list to be provided to OWNER weekly by the Successful BIDDER.
- f) Infection Control Requirements - at BIDDER's sole cost and expense, all BIDDER and Subcontractor personnel working onsite on this project are required to adhere to OWNER's Infection Control requirements as outlined as outlined in the Infection Control Risk Assessment for Construction document (See Exhibit E attached) and as outlined below:
 - i. Evidence of annual TB testing (2 years), a current 2 step TB test, or a current IGRA blood test. Individuals with a positive TB test must have proof of a past positive test, a negative sign and symptom review and a negative chest x-ray within the last year if applicable.
 - ii. Current seasons' Influenza vaccine is required for all BIDDER/subcontractor personnel. However, OWNER's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow OWNER's EH6.5 Influenza Policy, available upon request. (Influenza season is generally November through March).

EXHIBIT A: SCOPE OF WORK

BID NO. 2021-06

Enterprise Quick Care Phase Two Renovation Project

Project Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102
 Project Location: 1700 Wheeler Peak Dr., Las Vegas, Nevada 89106

Please see the following Specifications and Drawings, available as separate documents/files on the NGEM website or via CD. Contact frances.hey@umcsn.com if you need a CD:

1.0 SCOPE

Refresh existing areas in Occ. Med and Quick Care. Demolition of Doors, Millwork, Plumbing Fixtures and Finishes. Addition of Doors, Millwork, Plumbing Fixtures and Finishes. No new plumbing lines are being installed. Outdated Fixtures are being replaced with new. Removal of existing roller files and track system. Infill existing windows. Refer to attached sketches/drawings for areas of work.

The work includes will require contractor to have the space cleaned daily to allow unit to be open during business hours. Flooring will be stripped and concrete cleaned or covered during operational hours. This is important for areas that will require access for flow of traffic during the day. Project will be phased to best help with space requirements.

Lay down area will be identified contractor is reasonable to have area fenced and secured during project.

An ICRA permit issued by UMC's Infection Control Department is to be posted by Successful Bidder at all areas of work. HEPA air scrubbers will be required in each area to obtain a negative pressure to surrounding environments. HEPA vacuums will be available and used at each containment to clean workers, equipment and tools prior to exiting the contained area. Refer to the sample ICRA for more information or requirements. This work will all take place in either a Level III or Level IV areas as described in the sample ICRA.

- 1.1 SUCCESSFUL BIDDER should be able to demonstrate experience working in an operational hospital.
- 1.2 SUCCESSFUL BIDDER will work with UMC to develop the best approach and most cost effective means for accomplishing the work.
- 1.3 Schedule/Milestones: SUCCESSFUL BIDDER will present a schedule that minimizes impact to operations of the owner.

2.0 INTENT OF PLANS AND SPECIFICATIONS

The true intent of these Specifications is to provide for the completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, services, insurance, permits, licenses, materials, equipment, tools, transportation and necessary supplies, such as may reasonably be required to execute the Contract in a satisfactory and workmanlike manner and in accordance with the plans, specifications, and terms of the Contract. The specifications herein describe the work necessary to meet the performance requirements of UMC, and shall be considered the minimum requirements expected of the Contractor. The specifications are not intended to exclude potential Contractors.

2.1 Definitions and Applicable Documents:

2.2 Applicable Documents

2.2.1 Nevada Revised Statutes, Chapter 338-Public Works

2.2.2 Nevada Revised Statutes, Chapter 624-Contractors

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3.0 LICENSE(S)

- 3.1 General Contractors shall possess a valid "B – General Building" license, in accordance with NRS, Chapter 624.
- 3.2 All subcontractors shall possess the appropriate valid specialty license(s), in accordance with NRS, Chapter 624.

4.0 CONTRACTOR'S RESPONSIBILITIES

4.1 Performance

- 4.1.1 Contractor is responsible for daily clean up and removal of refuse from areas of work. All refuse will be transported in covered containers through the facility.
- 4.1.2 Contractor will furnish and install proper floor, paint and wall protection for existing finishes.
- 4.1.3 Contractor will provide a dumpster.
- 4.1.4 Contractor is responsible for all area containment, and negative air filtration systems (if required) for the scope of work.
- 4.1.5 All workers assigned to work at UMC must provide proof of negative TB testing results. Covid vaccinations are required. Flu vaccinations are highly encouraged. Any Workers without a flu vaccination will be required to follow standard Infection Control policy of wearing a mask while working at UMC property.
- 4.1.6 Contractor will provide a copy of their current Safety Manual to UMC Safety Department.
- 4.1.7 Contractor will follow and be compliant with Infection Control permit requirements if deemed necessary.
- 4.1.8 Contractor will follow and be compliant with any Interim Life Safety Management plans when deemed necessary.
- 4.1.9 Contractor will secure all HVAC ducting when performance of work creates dust or smoke particulates as necessary to prevent contamination of existing duct systems.
- 4.1.10 All personnel must wear a badge issued by the Engineering Department/Plant Operations at all times while on campus.
- 4.1.12 Provide all management, supervision, labor, material, tools, equipment and disposal containers to complete the entire project.
- 4.1.13 Provide all material, equipment, tools and labor to establish and maintain any/all required temporary containment areas and negative air ventilation (to the outside or as directed) systems.
- 4.1.14 Contractor is responsible for sealing of all penetrations disturbed or created in performance of contract covered work. UL penetration details will be provided by contractor and followed when performing this work. No mixing of sealant types is allowed in any penetration location.

4.2 Includes:

- 4.2.1 Obtain any required permits and pay all applicable fees.
- 4.2.3 Hot work permits issued at the Engineering Department are required when cutting or grinding, or when performing any work that requires an open flame.
- 4.2.4 Construction waste to be contained within the construction area until transport.
- 4.2.5 Construction waste will be transported in covered containers through the facility.
- 4.2.6 Secure/cover fire alarm smoke detectors in area of construction to avoid false alarms.
- 4.2.7 All work to take place during regular hours (8:00 p.m. – 5:30 a.m.) Monday- Friday. Work hours may be shifted to accomplish specific items of work best performed in early morning or evening hours at no additional cost.
- 4.2.8 Responsible for the replacement, patching or repair of any of the building materials or adjacent surfaces damaged while performing scope of work.

4.2.9 Responsible for the security of all tools, materials, etc. while contractor physically present on the work site.

4.2.10 Costs associated with any required third-party inspections.

4.3 Excludes:

4.3.1 Salvage or storage of any kind of contents from the building.

4.3.2 Site security during work.

5.1 Materials

5.2 Provided by Owner - N/A

5.3 Provided by Contractor

5.3.1 Includes:

- a. All materials and equipment necessary to properly establish and maintain all required containment areas,
- b. All personal protective materials/equipment, and
- c. All other materials necessary to successfully complete the entire project.

6.1 Clarifications

6.2 Schedule:

6.2.1 All work to take place during night hours (8:00 p.m. – 5:30 a.m.), Monday- Friday, unless otherwise agreed upon by both parties. Work hours may be shifted to accomplish specific items of work best performed in early morning or evening hours at no additional cost.

6.2.2 Schedule and phasing of project shall be mutually agreed upon, in writing, prior to commencement of the on-site work.

6.2.3 All long lead materials shall be ordered for the project no more than two (2) weeks after issuance of Purchase Order.

6.2.4 All project work shall be completed no later than twenty-four (24) calendar weeks from issuance of Notice to Proceed. NOC will be issued once all materials have been secured in town and work it to begin in the space.

6.3 Access:

6.3.1 Contractor requires full access to the entire work area. Work area security and access to work area(s) will be arranged through UMC's Plant Operations/Engineering department.

6.4 Acceptance:

6.4.1 Engineering representative will review all work performed. Any deficiencies found will be corrected before final acceptance.

7.0 Owner's Responsibilities

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7.1 Disposal:

7.1.1 Provide a staging area for disposal dumpster. SUCCESSFUL BIDDER shall secure the dumpster during non-working hours. OWNER is not responsible if/when the dumpster is used by any other parties other than the contractor.

7.1.2 Engineering and Pharmacy representative will review all work performed. Any deficiencies found will be corrected before final acceptance.

The above-referenced documents are incorporated herein by reference, and the specifications contained therein must be met by the lowest responsive and responsible bidder.

DRAWINGS

A1-0.0 COVER SHEET
A1-1.0 ACCESSIBILITY/SITE PLAN
A1-1.1 EGRESS PLAN
A1-1.2 DEMOLITION PLAN
A1-2.0 FLOOR / FINISH PLAN
A1-3.0 ELECTRICAL PLAN
A1-5.0 ELEVATIONS
A1-5.1 ELEVATIONS
A1-5.2 ENLARGED PLANS & ELEVATIONS
A1-5.3 CASEWORK DETAILS
A1-6.0 DETAILS
A1-7.0 SPECIFICATIONS & SCHEDULES

SUGGESTED PHASING PLAN

SITE PLAN SHOWING CONSTRUCTION STAGING AREA/ DUMPSTER.



ENCOMPASS STUDIO
ARCHITECTURE + INTERIOR

2017 Charleston, SC 29405 | Tel: 843.727.7272
info@encompassstudio.com

U/MC ENTERPRISE - OCC. MED. & QUICK CARE
1700 WHEELER PEAK DRIVE
LAS VEGAS, NV 89106

EGRESS PLAN

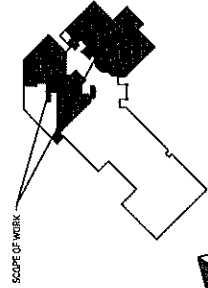
LEVEL ONE

AI-1.1

DATE: 05/20/24
PROJECT: U/MC ENTERPRISE
DRAWN BY: JESSICA VERGARA
CHECKED BY: JESSICA VERGARA

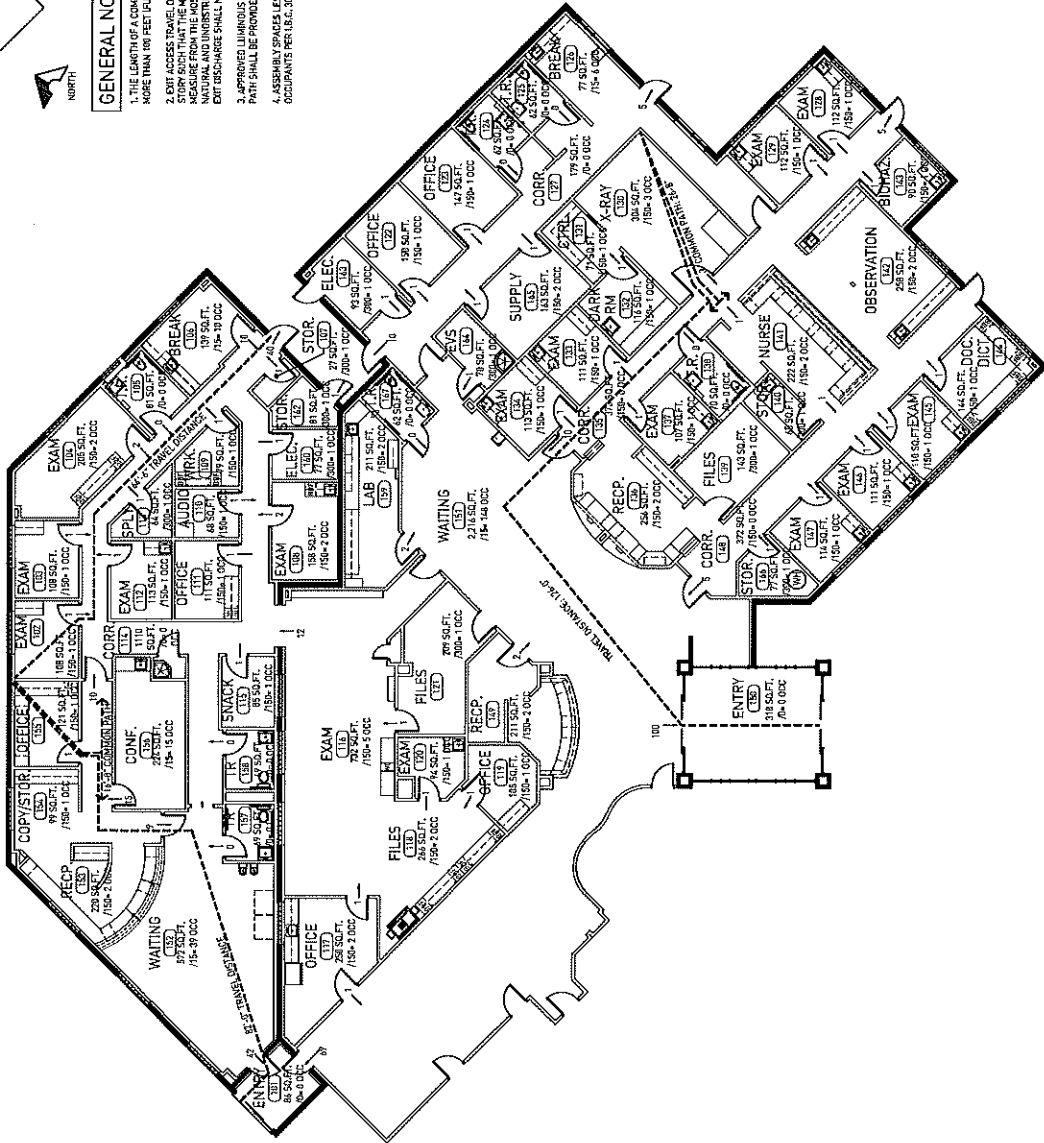
OCCUPANT LOAD

ROOM #	ROOM NAME	SQ. FT.	OCC.
101	BOOKING ROOM	84	6
102	ENTRY	108	1
103	EXAM	108	1
104	EXAM	108	1
105	EXAM	81	6
106	T.A.	139	10
107	BREAK	139	10
108	RECEPTION	77	1
109	RECEPTION	77	1
110	RECEPTION	77	1
111	RECEPTION	77	1
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199	RECEPTION	77	1
200	RECEPTION	77	1



GENERAL NOTES

1. THE LENGTH OF A COMMON PATH OF EGRESS TRAVEL SHALL NOT BE MORE THAN 100 FEET FULLY SPRINKLER BUILDING.
2. EXIT ACCESS TRAVEL DISTANCE - DIST SHALL BE LOCATED ON EACH STORY SUCH THAT THE MAXIMUM LENGTH OF EXIT ACCESS TRAVEL MEASURED FROM THE MOST REMOTE POINT WITHIN A STORY ALONG THE NATURAL AND UNOBSTRUCTED PATH OF EGRESS TRAVEL TO AN EXTERIOR EXIT DOES NOT EXCEED 300 FEET IN SPRINKLER BUILDING.
3. APPROVED LUMINOUS EGRESS PATH MARKINGS DELINEATING THE EXIT PATH SHALL BE PROVIDED.
4. ASSEMBLY SPACES LESS THAN 700 S.F. ARE CLASSIFIED AS GROUP B OCCUPANTS PER I.B.C. 103.1.2



EGRESS PLAN

SCALE: 1/8" = 1'-0"

JESSICA VERGARA 02.26.21

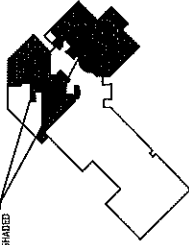


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WWW.ENCOMPASSSTUDIO.COM

KEY PLAN

SCOPE OF WORK
SHOWN SHADED



GENERAL NOTES

1. THIS PLAN IS INTENDED TO GIVE THE CONTRACTOR A GENERAL INDICATION OF THE SCOPE OF THE DEMOLITION REQUIRED. CONTRACTOR TO VERIFY EXISTING CONDITIONS FOR ALL OTHER BUILDING ELEMENTS AFFECTED BY DEMOLITION AND MAKE ANY NECESSARY ADJUSTMENTS TO BUILDING OWNER PRIOR TO COMMENCING WITH ANY WORK.

2. CONTRACTOR TO CONSULT WITH BUILDING OWNER REPRESENTATIVE AS TO BEST AVAILABLE AND SHALL BE CAREFUL NOT TO DAMAGE ITEMS DURING DEMOLITION.

3. CONTRACTOR, PRIOR TO DEMOLITION, SHALL COORDINATE WITH ALL OTHER TRADES (MECH, ELEC, ETC.) IN ORDER TO DETERMINE EXACT EXTENT OF DEMOLITION WORK TO BE PERFORMED. NO CONSTRUCTION SHALL BE CONSIDERED.

4. CONTRACTOR SHALL PROVIDE ALL EXISTING FLOOR AND WALL FINISHES TO BE DEMOLISHED TO THE SUBSTRATE. DEMOLITION SHALL BE TO THE FLOOR FINISH PLAN AND SHEET A1-1.2 FOR NEW FINISHES.

5. EXISTING CEILING AND LIGHT FIXTURES TO REMAIN THROUGHOUT.

6. ADJUST, DEMOLISH ALL INTERIOR DOORS AND FRAMES. PREP FOR NEW.

KEY NOTES

1. DAMAGED TRUSS INDICATE EXISTING WALLS AND DOORS TO BE DEMOLISHED (TYPICAL) PATCH AND REPAIR WHERE REQUIRED.

2. DEMOLISH EXISTING MILLWORK, PATCH AND REPAIR WALL AS REQUIRED.

3. DEMOLISH EXISTING MILLWORK AND SINK. PREP FOR NEW MILLWORK AND SINK.

4. DEMOLISH EXISTING PLUMBING FIXTURES AND PREP FOR NEW FIXTURES.

5. PATCH AND REPAIR AS REQUIRED.

6. DEMOLISH ROLLING FILES, PLATFORM AND TRACK. PREP FOR NEW FLOOR FINISH.

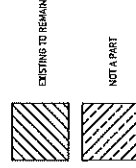
7. ADJUST, DEMOLISH EXISTING MILLWORK. PREP FOR NEW MILLWORK TO BE INSTALLED. CONTRACTOR AND MILLWORK SUBCONTRACTOR SHOULD VISIT THE SITE TO VERIFY EXISTING CONDITIONS AND MAKE ANY NECESSARY ADJUSTMENTS OCCURS AS COOPERATION WILL BE THE SAME AND ONLY THE FINISHES WILL BE CHANGING.

8. EXISTING MILLWORK TO REMAIN, PROTECT IN PLACE.

9. RELOCATE EXISTING POWER AND DATA. REFER TO SHEET A1-1.3 FOR NEW LOCATION.

10. SALVAGE DOOR FOR REUSE AT TOILET ROOM 101. PATCH AND REPAIR AS REQUIRED.

LEGEND



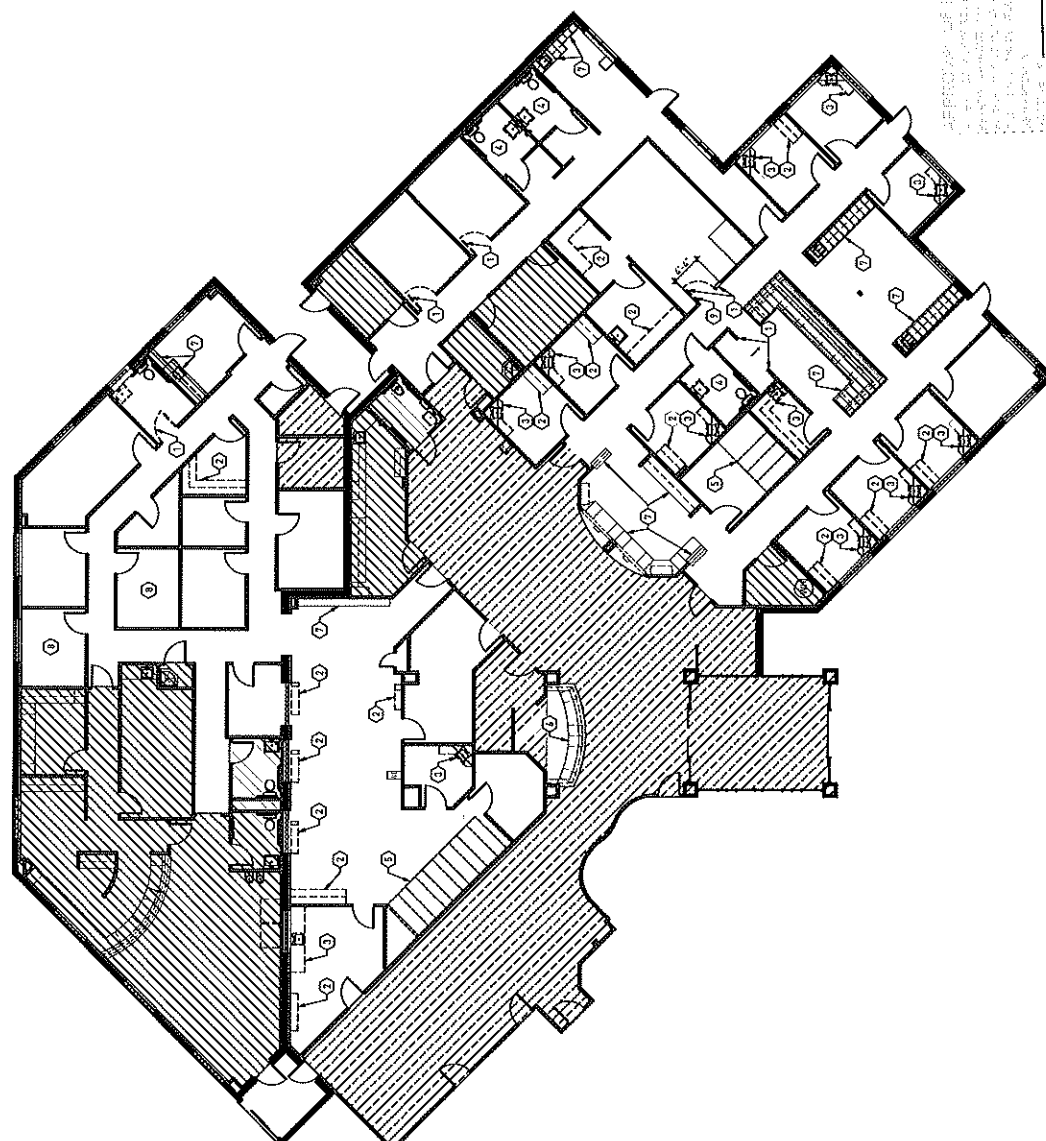
DATE: 02/28/21
PROJECT: A1-1.2
DRAWN: J.E.
CHECKED: J.E.
APPROVED: J.E.

A1-1.2

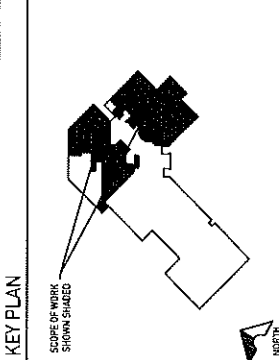
DEMOLITION PLAN

SCALE: 1/8" = 1'-0"

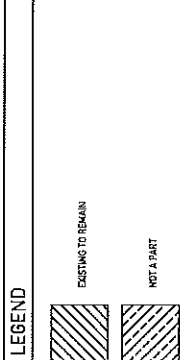
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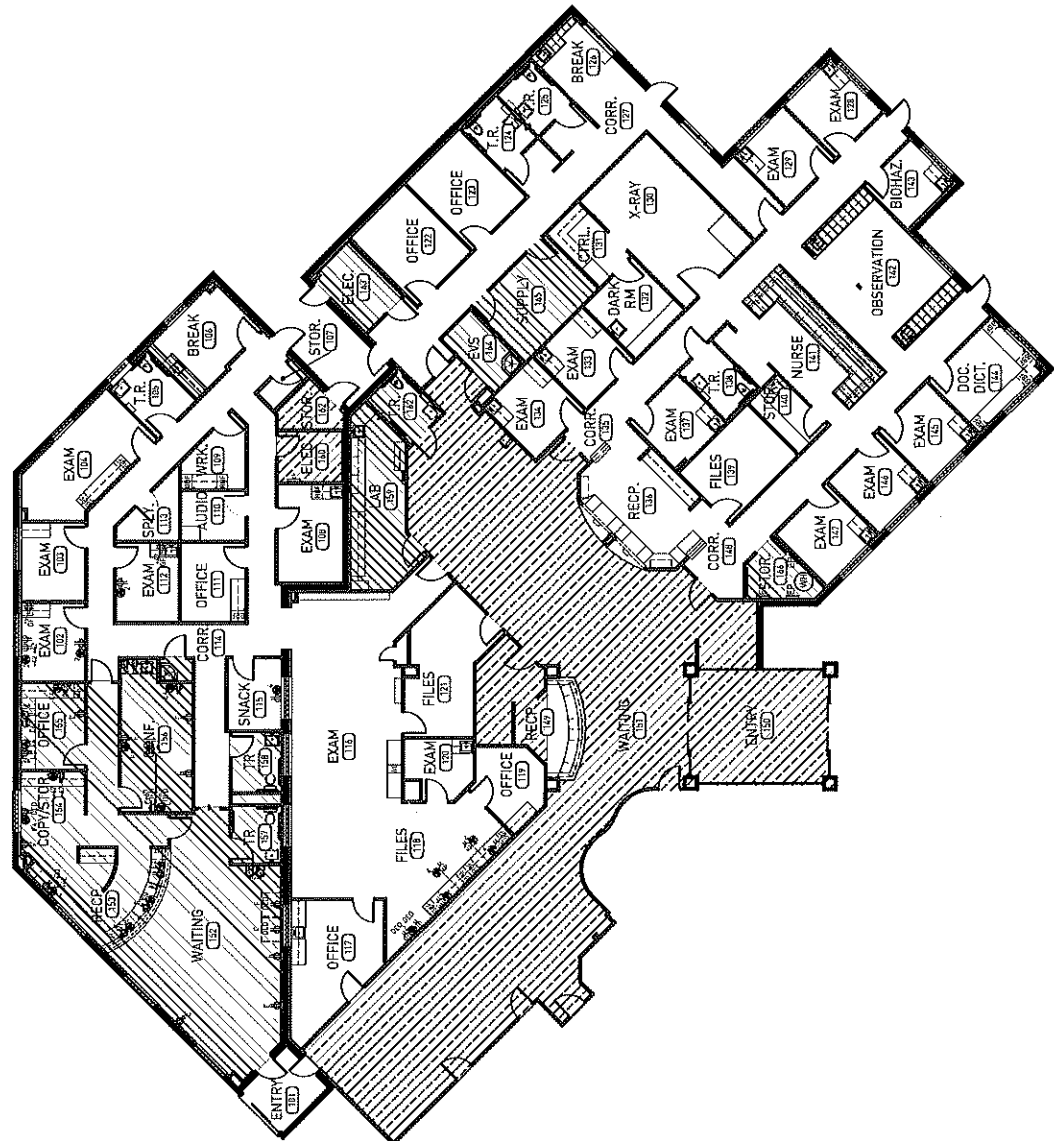
STEFHANIE ECHOLS 02.26.21



- GENERAL NOTES**
- 1.) THIS PLAN IS INTENDED TO LOCATE, SHOW ELECTRICAL AND DATA OUTLETS ONLY. ALL OTHER OUTLETS ARE EXISTING TO REMAIN. CONTRACTOR TO REFER TO ENGINEERING PLANS FOR ADDITIONAL INFORMATION AND REPORT ANY DISCREPANCIES TO THE BUILDING OWNER PRIOR TO COMMENCING WORK.
 - 2.) UTILIZE EXISTING OUTLETS WHERE POSSIBLE. CONTRACTOR TO VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
 - 3.) ALL OUTLET SURFACE MOUNTED OUTLETS SHALL BE MOUNTED HORIZONTALLY AT 4" O.C. FROM TOP OF MOUNTING SURFACE OF COUNTERTOPS.
 - 4.) FOR INFORMATION REGARDING COMPUTER REQUIREMENTS, CONTACT GENE KAUS 87021.361-6422.
 - 5.) CONTRACTOR TO PROVIDE LABOR & MATERIAL FOR INSTALLATION OF ALL TELEPHONE, COMPUTER WIRE, & TERMINATIONS.



ELECTRICAL PLAN
 LEVEL ONE
 UMC ENTERPRISE - OCC, MED, & QUICK CARE
 1700 WHEELER PEAK DRIVE
 LAS VEGAS, NV 89106



SCALE: 1/8" = 1'-0"

ELECTRICAL PLAN

AI-3.0

DATE: 03/21/21
 PROJECT: UMC
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT MANAGER: [Signature]

STEPHANIE ECHOLS 02.26.21



ENCOMPASS STUDIO
INTERIORS - EXTERIORS

2410 CHANDLER BLVD. SUITE 105 LAS VEGAS, NV 89102
702.733.1111
WWW.ENCOMPASSSTUDIO.COM

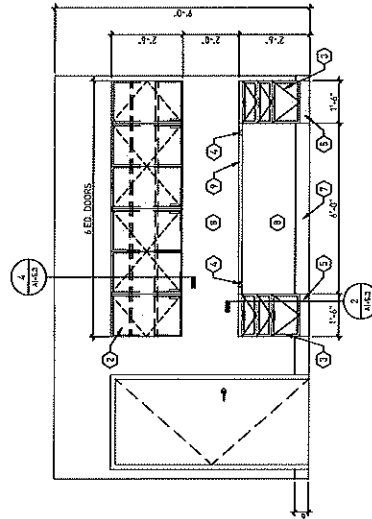
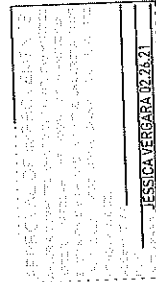
KEY NOTES

1. 24" X 24" BASE CABINET, COUNTERTOP FINISH: SS-1, CABINET FINISH: PLAM-1.
2. 12" X 24" UPPER CABINET W/ ADJUSTABLE SHELVES, CABINET FINISH: PLAM-1.
3. 18" W. BOX, SILE PEXISTAL, FOR LEGAL OR LETTER FILING, FINISH: PLAM-1. PROVIDE LOCKS AS REQUIRED.
4. 7" CORNMET, FINISH: BLACK.
5. 4" W. TROUSER TO BE MOUNTED IN BS-1.
6. 24" X 24" BASE CABINET, PROVIDE SINGLE S.S. SINK, SINK DEPTH: NOT TO EXCEED 4" FAUCET WITH SINGLE LEVER CONTROL, INSULATE ALL EXPOSED PIPING, PROVIDE INSULATION FOR ALL EXPOSED PIPING, PROVIDE ACCESSIBILITY, COUNTERTOP FINISH: SS-1, ALL OTHER EXPOSED SURFACES TO BE PLAM-1.
7. 4" W. BASE AS SCHEDULED.
8. WALL FINISH: PAINT, SEE FINISH SCHEDULE FOR PAINT LOCATIONS.
9. 24" X 24" COUNTERTOP UPON TO BELOW SUPPORT WITH WALL RECESSED METAL ANGLE BRACKET AS REQUIRED, TYPICAL COUNTERTOP FINISH: SS-1.
10. 24" X 24" COUNTERTOP, FINISH: PLAM-2.
11. 4" W. BACKSLASH, FINISH: TO MATCH TO ADJACENT COUNTERTOP.

LEVEL ONE
ELEVATIONS
UMC ENTERPRISE - OCC. MED & URGENT CARE
1700 WHEELER PEAK DRIVE
LAS VEGAS, NV 89106

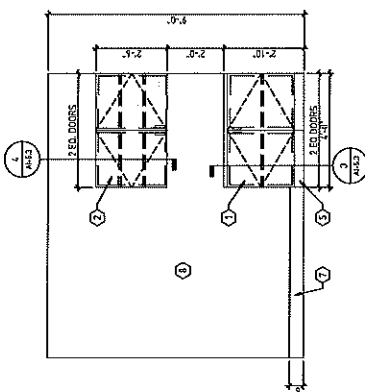
AI-5.0

DATE: 08/21/2021
PROJECT: UMC
DESIGNER: JVC
NOTED: JVC



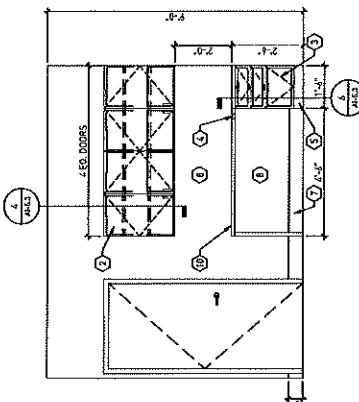
4 ELEVATION @ EXAM 104

SCALE: 1/2" = 1'-0"



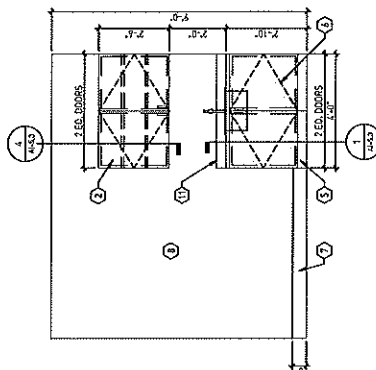
2 ELEVATION @ EXAM WITHOUT SINK

SCALE: 1/2" = 1'-0"



5 ELEVATION @ EXAM 108

SCALE: 1/2" = 1'-0"



2 ELEVATION @ EXAM WITH SINK SIM.

SCALE: 1/2" = 1'-0"

5 ELEVATION @ OFFICE 111

1 ELEVATION @ EXAM WITH SINK SIM.

SCALE: 1/2" = 1'-0"

2411 W. Charleston Blvd., Suite 166 | Las Vegas, NV 89102
 702.735.7100 | www.702.735.7100 | www.702.735.7100

ELEVATIONS
LEVEL ONE

for
U/MC ENTERPRISE - OCC. MED & URGENT CARE
1700 WHEELER PEAK DRIVE
LAS VEGAS, NV 89106

ELEVATIONS

LEVEL ONE

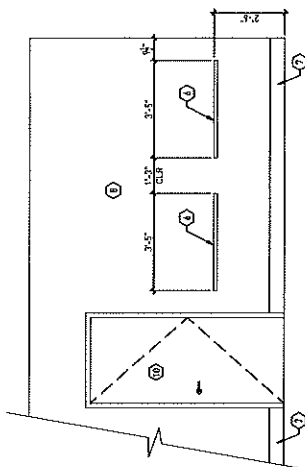
AI-5.1

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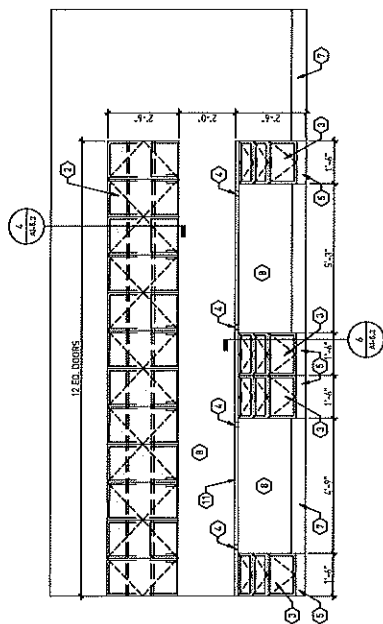
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KEY NOTES

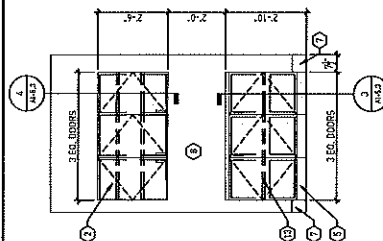
1. 2" X 3/4" H BASE CABINET, COUNTERTOP FINISH: SS-1, CABINET FINISH: P-1, PLAM-1.
2. 1" X 2" X 24" H UPPER CABINET, CABINET FINISH: PLAM-1.
3. 1" X 2" X 24" H LOWER COUNTERTOP FINISH: SS-1, OR LETTER PLING, FINISH: P-1, PLAM-1. PROVIDE LOCKS AS REQUIRED.
4. 2" COUNTER, FINISH: BLACK.
5. 1" H TENDRIL TO BE WRAPPED IN BS-1.
6. 1" X 2" X 24" H COUNTERTOP, (OPEN BELOW SUPPORT WITH WALL RECESSED METAL ANGLE BRACKET AND BASE EDGE, TYPICAL. COUNTERTOP FINISH: SS-1
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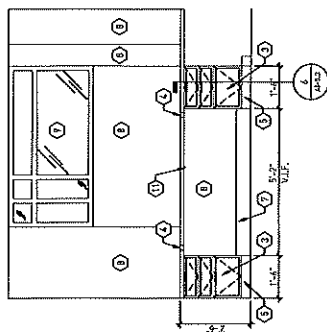
5 ELEVATION @ EXAM 116



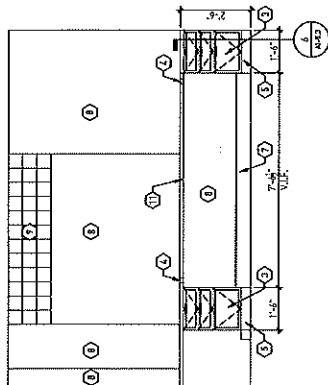
4 ELEVATION @ FILES 118



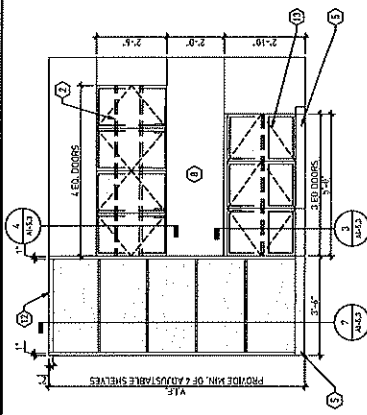
3 ELEVATION @ OFFICE 119



6 ELEVATION @ DOCTOR DICT. 144



7 ELEVATION @ DOCTOR DICT. 144



8 ELEVATION @ CONTROL ROOM 131

JESSICA VERGARA 03.12.21

Page 88 of 249

2) ELEVATION @ STORAGE 140



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ARCHITECTURE + INTERIOR

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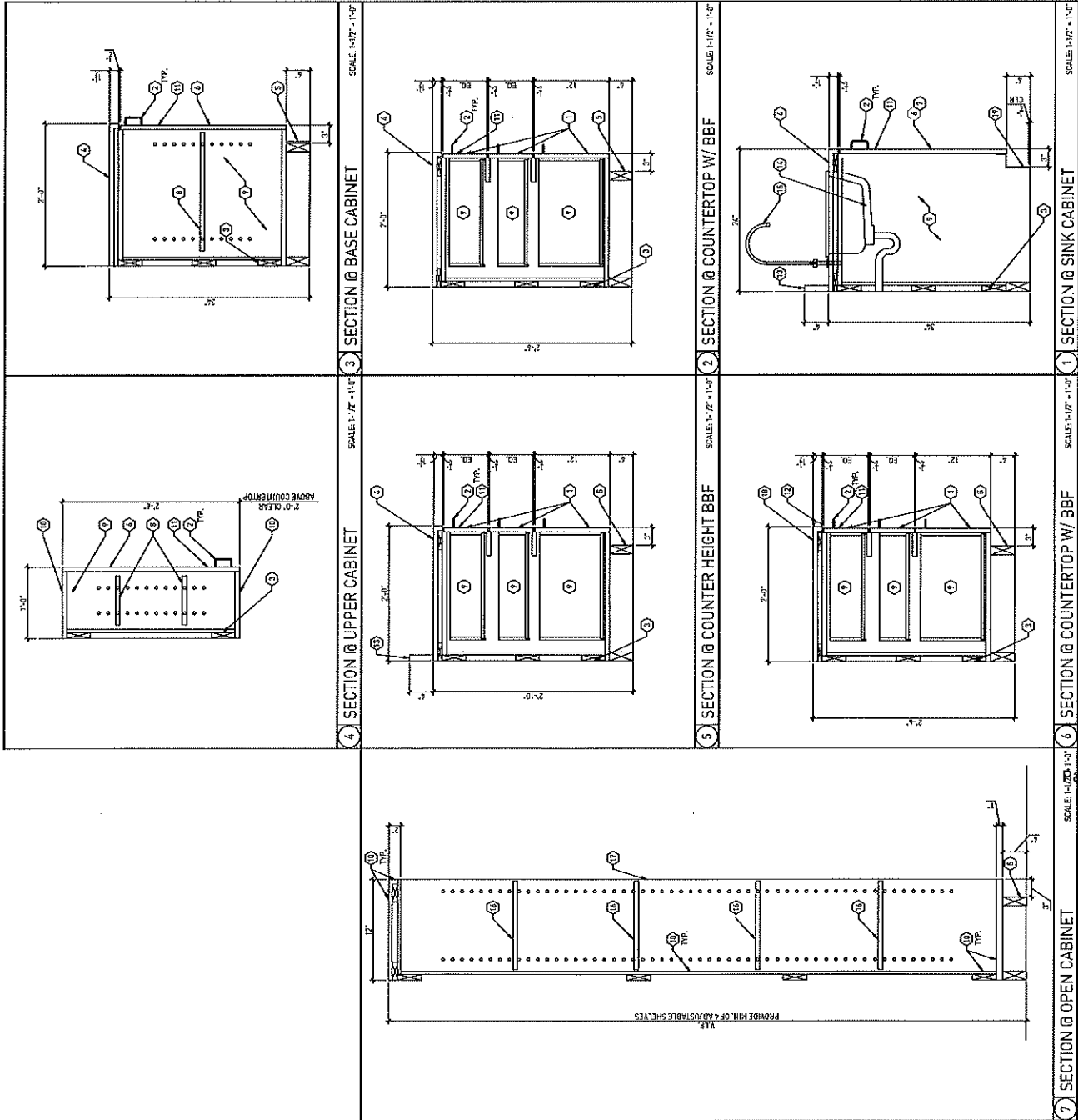
CASEWORK DETAILS
LEVEL ONE
UMC ENTERPRISE - OCC. MED. & URGENT CARE
1700 WHEELER PEAK DRIVE
LAS VEGAS, NV 89106

AI-5.3

KEY NOTES

- 3/4" THK. DRAWER FACE - PLASTIC LAMINATE, FINISH: PLANK-1, INTERIOR OF DRAWERS FINISH: WHITE MELAMINE.
- DRAWERS AND DOOR PULLS, REFER TO SHEET A4-7.2 UNDER MILLWORK NOTES FOR FINISH INFORMATION.
- 1/2" PLUMWOOD BACK ON 1" X 4 CLEATS.
- 1-1/2" THK. COUNTERTOP, FINISH: SS-1.
- 4" THK. TOEBOX TO BE WRAPPED IN BS-1.
- 3/4" THK. CABINET DOOR SUBSTRATE - PLASTIC LAMINATE, FINISH: PLANK-1.
- PROVIDE REMOVABLE DOORS AND TOEBOX FOR ACCESSIBILITY.
- 3/4" THK. ADJUSTABLE SHELF, FINISH: WHITE MELAMINE.
- INTERIOR OF CABINET, FINISH: WHITE MELAMINE.
- ALL EXPOSED SURFACES TO MATCH PLASTIC LAMINATE FINISH AT FACE, PLANK-1.
- PROVIDE LOCK.
- PVC EDGE TRIM AT PLANK-2 SURFACES, FINISH MATCH TO ADJACENT COUNTER TOP, REFER TO ELEVATIONS FOR LOCATIONS.
- 2" BACK SPLASH AS OCCURS, FINISH: MATCH ADJACENT COUNTER (REFER TO ELEVATIONS FOR LOCATIONS).
- SINK (SINK DEPTH NOT TO EXCEED 4"), REFER TO ELEVATIONS AND PLUMBING SPECIFICATIONS ON SHEET A4-7.3 FOR ADDITIONAL INFORMATION.
- SINK FAUCET, REFER TO ELEVATIONS AND PLUMBING SPECIFICATIONS ON SHEET A4-7.3 FOR ADDITIONAL INFORMATION.
- 3/4" THK. ADJUSTABLE SHELF, FINISH: PLANK-1.
- CABINET BEYOND - PLASTIC LAMINATE FINISH: PLANK-1.
- 1-1/2" THK. COUNTERTOP, FINISH: PLANK-2.
- 4" THK. TOEBOX ATTACH TO DOOR AS SHOWN, FINISH MATCH TO PLANK-1.

JESSICA VERGARA 03.12.21



1 SCHEDULED BASE BS-1. 2 SCHEDULED ACROYN PANEL. 3 SCHEDULED CHAIR RAIL. 4 SCHEDULED PAINT. SCALE: 1/2" = 1'-0"	1 THRESHOLD TRANSITION DETAIL SCALE: 1" = 1'-0" 1 ADHESIVE LEVELING COMPOUND - APPLY AS NEEDED TO MAKE CARPET FLUSH W/ OPPOSING EDGE. 2 SPLINTER REND 1 STRIP, FINISH: STAINLESS STEEL. 3 SCHEDULED VINYL PLANK. 4 SCHEDULED CARPET. 5 SCHEDULED DOOR AS OCCURS. SCALE: 1" = 1'-0"	2 THRESHOLD TRANSITION DETAIL SCALE: 1" = 1'-0" 1 ADHESIVE LEVELING COMPOUND - APPLY AS NEEDED TO MAKE FLOORING FLUSH W/ OPPOSING EDGE. 2 SPLINTER REND 1 STRIP, FINISH: STAINLESS STEEL. 3 EXISTING VINYL. 4 SCHEDULED VINYL PLANK. 5 SCHEDULED DOOR AS OCCURS. SCALE: 1" = 1'-0"
4 ACROYN PLACEMENT SCALE: 1/2" = 1'-0" SCALE: 1/2" = 1'-0"	1 THRESHOLD TRANSITION DETAIL SCALE: 1" = 1'-0" 1 ADHESIVE LEVELING COMPOUND - APPLY AS NEEDED TO MAKE FLOORING FLUSH W/ OPPOSING EDGE. 2 SPLINTER REND 1 STRIP, FINISH: STAINLESS STEEL. 3 SCHEDULED VINYL PLANK. 4 SCHEDULED DOOR AS OCCURS. SCALE: 1" = 1'-0"	1 THRESHOLD TRANSITION DETAIL SCALE: 1" = 1'-0" 1 ADHESIVE LEVELING COMPOUND - APPLY AS NEEDED TO MAKE FLOORING FLUSH W/ OPPOSING EDGE. 2 SPLINTER REND 1 STRIP, FINISH: STAINLESS STEEL. 3 EXISTING VINYL. 4 SCHEDULED VINYL PLANK. 5 SCHEDULED DOOR AS OCCURS. SCALE: 1" = 1'-0"

DDOR SCHEDULE

TYPE	SIZE	DESCRIPTION
①	3'-0" x 1'-0"	EXISTING DOOR AND FRAME TO REMAIN. PATCH AND REPAIR AS REQUIRED AND CLEAN & PREP FOR NEW FINISH. ADD/ALT INTERIOR DOORS ONLY: STEELCRAFT BRAIN-TECH STEEL DOOR WITH WOOD BRAIN PATTERN ROLLED INTO THE BASE METAL FINISH P.T.A.
②	3'-0" x 1'-0"	WMC PROJECT STANDARD SOLID CORE WOOD DOOR. ADD/ALT INTERIOR DOORS ONLY: STEELCRAFT BRAIN-TECH STEEL DOOR WITH WOOD BRAIN PATTERN ROLLED INTO THE BASE METAL FINISH P.T.A.
③	4'-0" x 7'-0"	WMC PROJECT STANDARD STEELCRAFT S SERIES FLUSH HOLLOW METAL DOOR LEASQUINED AND FRAME WITH STEELCRAFT L SERIES HONEYCOMB CORE. SALVAGED DOOR FROM K-ART 101 FOR REUSE AT TOILET ROOM 101. PATCH AND REPAIR AS REQUIRED AND CLEAN AND PREP FOR NEW FINISH.
④	3'-0" x 7'-0"	ADD/ALT INTERIOR DOORS ONLY: STEELCRAFT BRAIN-TECH STEEL DOOR WITH WOOD BRAIN PATTERN ROLLED INTO THE BASE METAL FINISH P.T.A.

[illegible]

FINISH SPECIFICATIONS

ITEM	DESCRIPTION	CODE
CPFT-1	CARPET TILE TO BE SELECTED. MATERIALS BUDGET ONLY \$15.50/YD. DOES NOT INCLUDE INSTALLATION. FREIGHT, 140 OR GREATER WANTS.	
LV-1	LUMBER WITH PLANK: MANHATTAN COUNTY GAK, VERTICAL, RUN IN DIRECTION SHOWING WELD SEAMS TO MATCH.	
SV-1	SHEET VINYL- MANHATTAN COMMERCIAL BUDGET NO. BEDROCK. 1536P. MEAT WELD SEAMS TO MATCH	
BS-1	VINYL BASE. 4" X. JOHNSONITE, 10' PANAL. COVER, USE 4" X 8" MILLWORK, AS REQUIRED.	
BS-2	SHEET VINYL. BASE. 4" X. INTERFLOOR. 200. 3" X 1.	
PT-1	PAINT. SHERWIN WILLIAMS. EGRET WHITE. SW 7070. GLOSS.	
PT-2	PAINT. SHERWIN WILLIAMS. ICEBER. SW 7171. GLOSS.	
PT-3	PAINT. SHERWIN WILLIAMS. SLATE 209. PRO INDUSTRIAL. BS-1 W 1924. GLOSS. WATER BASED ALKALY RESISTANT.	
PL-AM-1	PLASTIC LAMINATE. FORMICA PRESTRE WALKUT 2890-43. RUN HORIZONTALLY @ RECEPTION 1'S. LAB 1'S. OBSERVATION 1'S. NURSE 112.	
PL-AM-2	PLASTIC LAMINATE. FORMICA MARLE. CREAM 9477-55 WITH 4-HOLD EDGES.	
SS-1	SOLID SURFACES. CORDIAN SANMARAL.	
SP-1	SPECIALTY FINISH: ACRYONY. CS 1033 MUSHROOM.	
SP-2	SPECIALTY FINISH: ACRYONY. CS 1033 GALVESTON BERRY.	
SP-3	SPECIALTY FINISH: ACRYONY. CS 1033 BERRY WALNUT. RUN HORIZONTALLY.	

PROJECT STANDARDS

[illegible]

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STEFANIE ECHOLS 02 26 21

STEFANIE LOMONOSOFF

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FINISH SCHEDULE

ROOM	FLOOR	BASE	WALLS	N	E	S	W	REMARKS
101	101	LV-1	BS-1	PF-1	•	•	•	•
102	101	LV-1	BS-1	SE-2	•	•	•	•
103	101	LV-1	BS-1	PF-1,2	•	•	•	•
104	101	LV-1	BS-1	SE-1	•	•	•	•
105	104	SV-1	BS-1	SE-2	•	•	•	•
106	104	SV-1	SE-1	SE-1	•	•	•	•
108	104	LV-1	BS-1	EASTING	•	•	•	•
109	107	LV-1	BS-1	PF-1	•	•	•	•
108	108	LV-1	BS-1	PF-1,2	•	•	•	•
109	109	LV-1	BS-1	SE-2	•	•	•	•
110	110	CP-1	BS-1	PF-1,2	•	•	•	•
111	111	LV-1	BS-1	PF-1,2	•	•	•	•
112	111	LV-1	BS-1	PF-1,2	•	•	•	•
113	112	LV-1	BS-1	PF-1	•	•	•	•
114	114	LV-1	BS-1	PF-1,2	•	•	•	•
115	114	LV-1	BS-1	PF-1	•	•	•	•
116	114	LV-1	BS-1	SE-1	•	•	•	•
117	117	LV-1	BS-1	PF-1,2	•	•	•	•
118	118	LV-1	BS-1	PF-1	•	•	•	•
119	119	LV-1	BS-1	PF-1,2	•	•	•	•
120	120	LV-1	BS-1	PF-1,2	•	•	•	•
121	121	LV-1	BS-1	PF-1	•	•	•	•
122	122	EASTING	DISTING	PF-1,2	•	•	•	•
123	EASTING	DISTING	PF-1,2	•	•	•	•	•
124	SV-1	BS-2	SE-1	SE-1	•	•	•	•
125	SV-1	BS-2	PF-1	PF-1	•	•	•	•
126	LV-1	BS-1	PF-1,2	PF-1,2	•	•	•	•
127	LV-1	BS-1	PF-1	PF-1	•	•	•	•
128	LV-1	BS-1	SE-2	SE-2	•	•	•	•
129	LV-1	BS-1	SE-1	SE-1	•	•	•	•
130	SV-1	BS-2	PF-1	PF-1	•	•	•	•
131	SV-1	BS-2	PF-1	PF-1	•	•	•	•
132	SV-1	BS-2	PF-1	PF-1	•	•	•	•
133	LV-1	BS-1	PF-1,2	PF-1,2	•	•	•	•
134	LV-1	BS-1	SE-2	SE-2	•	•	•	•
135	LV-1	BS-1	PF-1	PF-1	•	•	•	•
136	LV-1	BS-1	EASTING	EASTING	•	•	•	•
137	LV-1	BS-1	PF-1,2	PF-1,2	•	•	•	•
138	SV-1	BS-2	SE-1	SE-1	•	•	•	•
139	LV-1	BS-1	PF-1	PF-1	•	•	•	•
140	LV-1	BS-1	PF-1	PF-1	•	•	•	•
141	LV-1	BS-1	PF-1	PF-1	•	•	•	•
142	LV-1	BS-1	PF-1,2	PF-1,2	•	•	•	•
143	LV-1	BS-1	SE-1	SE-1	•	•	•	•
144	LV-1	BS-1	PF-1,2	PF-1,2	•	•	•	•
145	LV-1	BS-1	SE-2	SE-2	•	•	•	•
146	LV-1	BS-1	SE-2	SE-2	•	•	•	•
147	LV-1	BS-1	PF-1,2	PF-1,2	•	•	•	•
148	LV-1	BS-1	PF-1	PF-1	•	•	•	•
149	EASTING	DISTING	PF-1	PF-1	•	•	•	•

① REFER TO SHEET A2-20 FOR PT-2 LOCATIONS. ALL OTHER WALLS TO BE PT-1.

② REFER TO SHEET A2-20 FOR SE-2 LOCATIONS. ALL OTHER WALLS TO BE PT-1.

③ REFER TO SHEET A2-20 FOR SE-1 LOCATIONS. ALL OTHER WALLS TO BE PT-1.

④ REFER TO SHEET A2-20 FOR SE-1 LOCATIONS. ALL OTHER WALLS TO BE PT-1.

⑤ REFER TO SHEET A2-20 FOR SE-1 LOCATIONS. ALL OTHER WALLS TO BE PT-1.

⑥ REFER TO SHEET A2-20 FOR SE-1 LOCATIONS. ALL OTHER WALLS TO BE PT-1.

⑦ REFER TO SHEET A2-20 FOR SE-1 LOCATIONS. ALL OTHER WALLS TO BE PT-1.

⑧ REFER TO SHEET A2-20 FOR SE-1 LOCATIONS. ALL OTHER WALLS TO BE PT-1.

⑨ REFER TO SHEET A2-20 FOR SE-1 LOCATIONS. ALL OTHER WALLS TO BE PT-1.

⑩ REFER TO SHEET A2-20 FOR SE-1 LOCATIONS. ALL OTHER WALLS TO BE PT-1.

FINISH NOTES

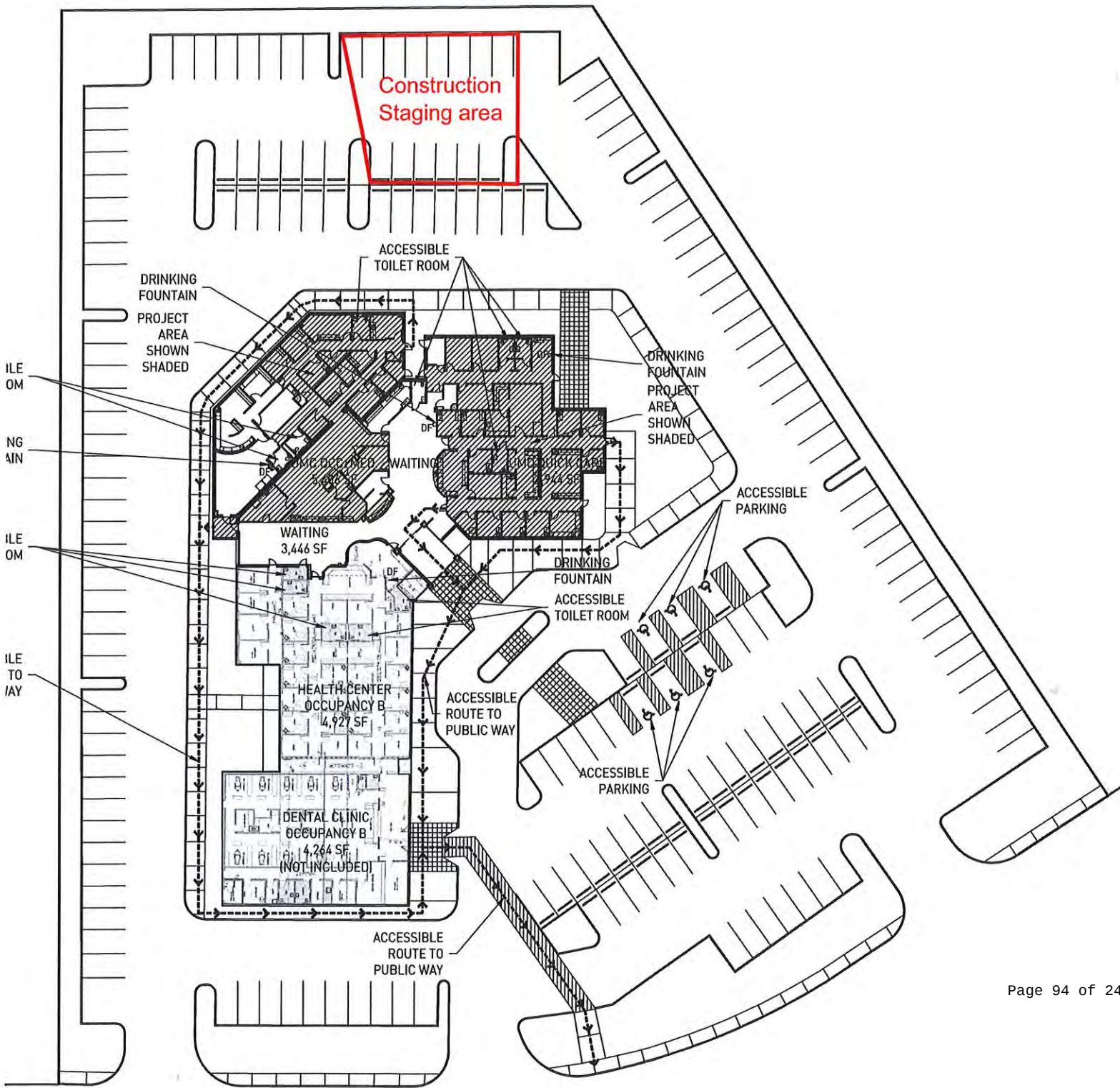
- PROVIDE A VENEER REDUCING STRIP AT ALL SHEET WWFL AND HWPL PLANK TRANSITIONS FINISHES TO MATCH BSA.
- PROVIDE A SPLITTER REND 1 STEP AT WNL PLANK AND CARPET TRANSITION. FINISH: STAINLESS STEEL
- PROVIDE A SPLITTER REND 1 STEP AT EXISTING FLOORING AND WWPL PLANK TRANSITION. FINISH: STAINLESS STEEL
- REFER TO KEYNOTES AND DETAILS FOR ADDITIONAL FINISH LOCATIONS.
- ALL FINISHERS TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
- WHERE DISSIMILAR FINISHES MEET, PROVIDE SMOOTH TRANSITION.
SOME OF THE FINISHES AND FEATURES CONTAINED IN THIS DOCUMENT ARE ON EXTENDED LEAD TIME AND MAY REQUIRE SPECIAL COORDINATION AND ADVANCED ORDERING.
SUBSTITUTIONS WILL NOT BE ALLOWED FOR MATERIALS NOT COVERED IN A TIMELY MANNER.
- PROVIDE ARCHWAY 2 CORNER GUARDS, SS-HARDW., AT OUTSIDE CORNERS. REFER TO KEYNOTES INFORMATION ON SHEET AS-NSUPFOR CORNER GUARD LOCATIONS. ALIGN WITH BOTTOM OF CHAIR RAIL. FINISH CS 304 SUSPENSION UNID.
- PROVIDE TOP TIP OF LIGHT SWITCH ARCHWAYS WHERE SF-1 AND SF-2'S ARE INDICATED TO BEAT L-ON SWITCH PANELS. PROVIDE CORNER GUARDS, COLOR: FS YARD MUSHROOM DUN. REFLECTOR TO BEAT L-ON SWITCH PANELS.

MILLWORK NOTES

1. ALL CRAFTSMEN TO MEET ARCHITECTURAL WOODWORK INSTITUTE CUSTOM STANDARDS.
2. ALL DRAWER GLIDES SHALL BE THE "SILENT RULER" FULL EXTENSION ACCURIDE TYPE.
3. NO SCARS SHALL APPEAR IN ANY VENEER OR LAMINATE.
4. CONTRACTOR SHALL PROVIDE SAMPLE OF PROPOSED COUNTER FINISHES FOR APPROVAL TO ENCOMPASS STUDIO.
5. ALL EQUIPMENT DIMENSIONS TO BE NOTIFIED TO INSURE PROPER CLEARANCES.
6. VERIFY EXISTING CONDITIONS FOR ALL CRITICAL DIMENSIONS.
7. ALL EXPOSED SURFACES TO BE FINISHED IN WOOD AND/LAMINATE. OTHERS TO BE WHITE MELAMINE.
8. ALL CROWNMOETS TO BE 2" COLOR BLACK.
9. ALL MILLWORK HARDWARE FINISH TO BE SATIN CHROME.
10. DRAWER PULLS TO BE C-PULLS TO MATCH PROJECT STANDARD DOOR HARDWARE THROUGH-OUT.
11. NO SUBSTITUTIONS ALLOWED UNLESS APPROVED BY ENCOMPASS STUDIO. CONTRACTOR TO ORDER MATERIALS ACCORDING TO SCHEDULE.
12. SUBMIT SHOP DRAWINGS, HARDWARE SUBMITTALS, GROUNDSET SAMPLES, AND FINISH SAMPLES FOR APPROVAL BY ENCOMPASS STUDIO.
13. ALL PLAIN SHELVES TO BE EDGED ON ALL SIDES.
14. WHERE IN-WALL BRACKETS ARE REQUIRED, THEY MUST BE WALL PROCESSED ANGLE BRACKETS PAINTED TO MATCH ADJACENT SURFACE FINISH.
15. PROVIDE ELECTRICAL ACCESS THROUGH BACK OF CABINET WHERE REQUIRED.
16. PROVIDE PVC EDGE TRIM AT ALL PLAIN LAMINATE COUNTER TOPS. FINISH TO MATCH ADJACENT COUNTER TOP.
17. BASE RACE TO MOUNT AROUND ALL MILLWORK TOPS.

Estimated phases
Area and phases
can be finalized with
awarded bidder.





WHEELER PEAK DRIVE

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID NO. 2021-06

ENTERPRISE QUICK CARE PHASE II RENOVATION PROJECT
Addendum Date: November 05, 2021

ADDENDUM NO. 1

Additional Information

1. **UMC has attached the November 4th, 2021 Site Walk Sign-in sheet**
2. Reminder: Bids are due on or before **Thursday, December 16, 2021, at 2:00:00 p.m.**, based on the time clock at UMC's Materials Management front desk or the NGEM System. A public Bid Opening will take place immediately thereafter in Ambulatory Conference Room. Please review the Bid Document for more information regarding Bid acceptance and delivery methods.

Changes / Clarifications

1. Other than the items included previously in this Addendum, there are no further changes or clarifications.

Issued by

Should you have any questions, please contact me at (702) 207-8846 or via email at frances.heiy@umcsn.com.

Issued by:

Frances Heiy
Contracts Specialist
UMC

MANDATORY PRE-BID CONFERENCE AND SITE WALK

Sign-In Sheet

Please Note: The completed sign-in sheet will be posted on the NGEM website.

Project: Bid 2021-06	Location: Enterprise Quick Care
Enterprise Quick Care Phase 2 Renovation Project	1700 Wheeler Peak Dr. Las Vegas NV
Date: November 4, 2021	Time: 10 a.m.

*** Please Print ***

Name of Person Attending	Company	Phone	Email
Frances Heiy	UMC Contracts Management	702-207-8848	frances.heiy@umcsn.com
Tamera Hone	UMC Plant Ops	702-671-1092	tamera.hone@umcsn.com
John Goodnow	UMC Contracts Management	702-671-1076	john.goodnow@umcsn.com
Hugo Lee	Monument Cons.	702 690 6493	hugolee@buildmonuments.com
Jessica Randal	SHE INTERNATIONAL	702-388-0941	jessica@shecontracting.com
James Tatum	Cobblestone Construction	702-496-9300	ETrasier@cobblestoneconstruction.org

Name of Person Attending	Company	Phone	Email
Rick Prado	SOUTHERN NV. LMCC	725-216-0437	ricklmcc@gmail.com
Kevin Castillo	Builders United	702-381-0482	kevincastillo@buildersunited.com
Anthony Reser	Builders United	702-208-5215	anthonyreser@buildersunited.com
Donna Shannon	Reche Constructors	702-315-5413	cedwards@recheconstructors.com
Ernesto Sarriso	SAL Constructors	702-382-3177	Ernesto@SALconstructors.com
Daniel Castaneda	BROWN DEMOLITION	702-469-5874	daniel@browninc.com
Damien Bilguy	JMB Construction	702-647-3600	dbilguy@jmbconstructioninc.com
STEED THOMAS	MACHASSE	916-937-4444	stthompson@machasse.com
Tim Turner	Hopewell	702.219.1590	timothy.turner@hopewell.com

Name of Person Attending	Company	Phone	Email
Connor Bradley	Monument	702-339-9945	connor@buildmonuments.com
ALEX LEFLER	DM STANER	702-831-8508	ALEX@DMSTANER.COM
Dave Berry	DM Starch	725-465-4734	
XAVIER CHARLES	Monument	702-443-4512	XCHARLES@BUILDMONUMENTS

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID NO. 2021-06

LABOR AND DELIVERY REMODEL PROJECT
Addendum Date: November 29, 2021

ADDENDUM NO. 02

Additional Information

1. This Addendum contains responses to all questions related to this Bid that UMC received by the November 18, 2021 deadline. See "Questions and Answers" section below.
2. Reminder: Bids are due on or before **Thursday, December 16, 2021, at 2:00:00 p.m.**, based on the time clock at UMC's Materials Management front desk. A public Bid Opening will take place immediately thereafter via remote access. Changes and Clarifications provides Web-Ex information below. Please review the Bid Document for more information regarding Bid acceptance and delivery methods.

Questions and Answers

Attention Bidders: The responses in this section address questions received by UMC in reference to the above-mentioned Bid. They are intended to clarify information contained in the Bid Document. Some questions have been edited for clarity, grammar and/or spelling.

1. **What is disadvantaged, minority-, women-, veteran-, and disabled business enterprises' goal for this project?** This information is reported to the Regional Business Development Advisory Council (RBDAC) which reports to the Nevada State legislature. Their mission is to increase the participation of small, minority, woman, veteran, disadvantaged businesses within Clark County. UMC does not have a stated goal per project.
2. **Will FFE be removed/stored by the owner prior to work? Does that include the sound testing chamber?** All IT, and items from cabinets will be removed. Please plan on moving the exam tables around the room as flooring is done.
3. **Will a Covid-19 vaccine be required for employees working on this project?** UMC has a policy in place for UMC vendors and all employees must be vaccinated.
4. **Will there be any abatement required for this project?** Building has been tested prior to this project. There will not be a current abatement report as nothing was discovered.
5. **Will UMC provide a set of Engineered Electrical Drawings?** It is our request that the General Contractors subcontractor provide a drawing and submit for permit for the electrical outlets. CAD drawings will be provided.

Changes / Clarifications

1. Web-Ex Access Information

<https://umcsn.webex.com/umcsn/j.php?MTID=m834de6041977d89d8062a5e9dfbf0f66>

Meeting number (access code): 246 296 94424

Meeting password: g9GkFQXnm87

Tap to join from a mobile device (attendees only)
+1-415-655-0003, 24629694424## US Toll
1-844-740-1264, 24629694424## USA Toll Free

Join by phone
+1-415-655-0003 US Toll
1-844-740-1264 USA Toll Free
Global call-in numbers | Toll-free calling restrictions

Join from a video system or application
Dial 24629694424@umcsn.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

2. Other than the items included previously in this Addendum, there are no further changes or clarifications.

<i>Issued by</i>

Should you have any questions, please contact me at (702) 207-8846 or via email at frances.heiy@umcsn.com.

Issued by:
Frances Heiy
UMC Contracts Specialist

BID NUMBER 2021-06

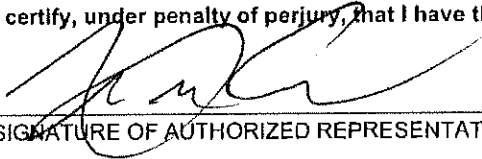
BID TITLE Enterprise Quick Care Phase Two Renovation Project

Bidder Statement of Authority to Submit Bid

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:


SIGNATURE OF AUTHORIZED REPRESENTATIVE

Xavone Charles, Estimator

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

702-530-2303

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE

xcharles@buildmonuments.com

EMAIL ADDRESS

Monument Construction

LEGAL NAME OF FIRM

7787 Eastgate Road #110

ADDRESS OF FIRM

Henderson, NV 89011

CITY, STATE ZIP

12/16/2021

DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE: Nevada LICENSE NO. NV20101633041

CURRENT COUNTY: Clark LICENSE NO. 1002121653

CURRENT CITY: Henderson LICENSE NO. 1002121653

ISSUE DATE: 08/24/2021

EXPIRATION DATE: 08/31/2022

ISSUE DATE: 11/01/2021

EXPIRATION DATE: 4/30/2022

ISSUE DATE: 11/01/2021

EXPIRATION DATE: 4/30/2022

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID FORM
BID NO. 2021-06
ENTERPRISE QUICK CARE PHASE TWO RENOVATION PROJECT
PWP NUMBER: CL- 2022-97

Monument Construction

(NAME)

7787 Eastgate Road #110, Henderson, Nevada 89011

(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. Have completed all information in the blanks provided and have submitted the following within this Bid:
 - a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
 - b) Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.
 - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit Bid Attachment 2 within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or email to frances.heiy@umcsn.com and I understand that hand delivery is recommended, and OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
 - a) My firm's name on the list if my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:
 - 1) A description of the labor or portion of the work that the BIDDER will perform; or
 - 2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.
 - b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$250,000.
 - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or \$50,000, whichever is greater.
5. I acknowledge that if I am one of the three apparent low BIDDER(s) at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit Bid Attachment 4, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via hand delivery or email to frances.heiy@umcsn.com and I understand hand delivery is recommended. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

Project Name: Enterprise Quick Care Phase Two Renovation Project

6. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the Disclosure of Ownership/Principals form within 24-hours of request.
7. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the Bid Attachment 8, Schedule of Values, by 5:00 PM of the next business day.
8. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the Bid Attachment 6, Project Workforce Checklist, by 5:00 PM of the next business day.
9. I acknowledge that if notified that I am the low BIDDER, I must submit Exhibit E, Prime Contractor Acknowledgement of UMC Procedures & Practices and the Representations and Certifications form by 5:00 PM of the next business day.
10. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.
11. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
12. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:
 - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
 - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
 - c) The apparent low BIDDER must submit a Request for Waiver form, included in Attachments, for the Bidder and all named (used) subcontractors. All supporting documentation for waiver(s) must be submitted with the Request for Waiver form.
13. I acknowledge that if I do not provide the above submittals on or before the tenth business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of \$100.00 per day as liquidated damages.
14. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
15. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days specified in the General Conditions.
16. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
17. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.
18. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
19. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. 1 dated, 11/5/2021
 Addendum No. 2 dated, 11/29/2021
 Addendum No. 3 dated, 12/15/2021
 Addendum No. 4 dated, 12/15/2021

Addendum No. _____ dated, _____
 Addendum No. _____ dated, _____
 Addendum No. _____ dated, _____
 Addendum No. _____ dated, _____

Project Name: Enterprise Quick Care Phase Two Renovation Project

20. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$ 198,806.73
2.	PERMITS AND FEES (if required)-	\$ 1000.00
3.	METALS	\$ -
4.	WOOD, PLASTICS, AND COMPOSITES	\$ -
5.	DOORS	\$ 3,750
6.	FINISHES	\$ 206,886.73
7.	SPECIALTIES	\$ -
8.	MILLWORK	\$ 85,781
9.	PLUMBING	\$ 36,400
10.	ELECTRICAL	\$ 33,000
11.	CONSTRUCTION CONTINGENCY	\$ 100,000.00
12.	ICRA COMPLIANCE MEASURES	\$ 1,500
	TOTAL BID AMOUNT	\$ 667,124.46

Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/ or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for the comparison.

ADDITIVE ALTERNATES

The OWNER may exercise the following items subject to the availability of funds. The additive alternate price quoted shall remain firm throughout the Contract term, as detailed in Instruction to Bidders.

Alternative	ITEM DESCRIPTION	TOTAL
1.	Mobilizations	\$ 15,000
2.	CAD Backgrounds	\$ 1,000
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
	ADD ALTERNATES AMOUNT	\$ 16,000
	GRAND TOTAL BID AMOUNT	\$ 683,124.46

Project Name: Enterprise Quick Care Phase Two Renovation Project

21. BUSINESS ENTERPRISE INFORMATION:

The BIDDER submitting this Bid is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the Instructions to Bidders.

22. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is ☒ Caucasian (CX) ☐ African American (AA) ☐ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA) ☐ Pacific Islander (PI)

☐ Other as defined in the Instructions to Bidders.

23. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

☒ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 3).

☐ No I do not have a Certificate of Eligibility to receive preference in bidding.

24. Monument Construction

LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

7787 Eastgate Road #110

ADDRESS OF FIRM

Henderson, Nevada 89011

CITY, STATE, ZIP CODE

702-530-2303

TELEPHONE NUMBER

702-947-2602

FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: 0080649, 0075502

LICENSE CLASS: A, B

LICENSE LIMIT: A unlimited, B unlimited

ONE TIME LICENSE LIMIT INCREASE \$ _____ IF YES, DATE REQUESTED _____

DUN & BRADSTREET NUMBER 019608290

CLARK COUNTY BUSINESS LICENSE NO.

1002121653

STATE OF NEVADA BUSINESS LICENSE NO.

NV20101633041

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Xavone Charles

AUTHORIZED REPRESENTATIVE
(PRINT OR TYPE)

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

xcharles@buildmonuments.com

E-MAIL ADDRESS

12/16/2021

TODAY'S DATE

EXHIBIT B

BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS

A. Prime Contractor shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through Prime Contractor's usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to OWNER.

B. Not later than **ten (10) business days** after OWNER'S written request for insurance, Prime Contractor shall furnish contract bonds to Contracts Management Division as follows:

1. Labor and Material Payment Bond in the amount of 100% of the Contract price.
2. Performance Bond in the amount of 100% of the Contract price.
3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

Award will become final after the OWNER and/or Governing Body has authorized the award and Prime Contractor has submitted its required bonds utilizing OWNER'S Bond forms.

C. Form of Bonds

1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by OWNER.**
2. Prime Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
3. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.**
4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

2. INSURANCE

A. Prime Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of OWNER to make any payment under this contract, to provide OWNER with a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the state of Nevada in accordance with Nevada Revised Statutes Chapters §616A through 616D, inclusive, whether or not Prime Contractor has employees.

B. Prime Contractor agrees to maintain required workers' compensation coverage throughout the entire term of the contract. If Prime Contractor does not maintain coverage throughout the entire term of the contract, Prime Contractor agrees that OWNER may, at any time the coverage is not maintained by Prime Contractor, order Prime Contractor to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract.

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C. Prime Contractor shall furnish not later than **ten (10) business days** after OWNER'S written request for insurance, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.

D. As a condition precedent to receiving payments, Prime Contractor shall have on file with OWNER current certificates of insurance evidencing the required coverage. Insurance certificates for OWNER should contain the information shown on the sample certificates attached.

- E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. OWNER requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by Prime Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER.
- F. Prime Contractor shall furnish renewal certificates to the OWNER for the required insurance during the period of coverage required by the contract. Prime Contractor will furnish renewal certificates for the same minimum coverage as required in this Contract. The request for updated renewal certificates will be sent by the OWNER to the Prime Contractor thirty (30) calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within **seven business days**. If within twenty (20) calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, the OWNER may declare the Prime Contractor in default of its obligation under this paragraph
- G. OWNER, its officers, employees, agents, and volunteers, must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.
 - 1. Prime Contractor's insurance shall be primary as respects OWNER, its officers, employees, agents, and volunteers. Any other coverage (insurance or otherwise) available to OWNER, its officers, employees and volunteers shall be excess over the insurance required of Prime Contractor and shall not contribute with it.
- H. Prime Contractor's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically Prime Contractor's contractual obligation of additional insured to OWNER. All policies must note that OWNER will be given thirty (30) calendar days' advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- I. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000. **If the deductible is "zero" it must still be referenced on the certificate.**
- J. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **\$2,000,000** per occurrence or per accident. All aggregates must be fully disclosed, and the amount entered on the required certificate of insurance. Prime Contractor's insurer must notify OWNER of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.
- K. Prime Contractor shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Prime Contractor, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in Prime Contractor's Bid. Prime Contractor is required to obtain and maintain the following coverage:
 - 1. Commercial General Liability: Commercial General Liability shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to OWNER within **ten (10) business days** after OWNER'S written request of insurance. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. Prime Contractor shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
 - 2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. Prime Contractor shall maintain limits of no less than **\$1,000,000** combined single limit "per accident" for bodily injury and property damage. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
 - 3. Builders Risk / Course of Construction: Unless otherwise provided in the Contract Documents,

the Prime Contractor shall purchase and maintain property insurance (builders' risk) upon the work at the site to the full insurable value. This insurance shall include the interests of University Medical Center of Southern Nevada, the OWNER, OWNER's designated representative, Prime Contractor, Subcontractors, and Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Prime Contractor is responsible for the deductible for any claim made against the policy.

- L. If Prime Contractor fails to maintain any of the insurance coverage required herein, then OWNER will have the option to declare Prime Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. Prime Contractor is responsible for any expenses paid by OWNER to maintain such insurance and OWNER may collect the same from Prime Contractor or deduct the amount paid from any sums due Prime Contractor under the contract.
- M. The insurance requirements specified herein do not relieve Prime Contractor of its responsibility or limit the amount of their liability to OWNER or other persons and Prime Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- N. Prime Contractor is responsible for and must remedy all damage or loss to any property, including property of OWNER, caused in whole or in part by Prime Contractor, any subcontractor or anyone employed, directed or supervised by Prime Contractor. Prime Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- O. Prime Contractor shall pay all premiums and costs of insurance.
- P. Regardless of the coverage provided by any insurance policy, Prime Contractor shall indemnify, defend and hold OWNER, harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of Prime Contractor or its principals, employees, subcontractors or other agents while performing services under this Contract. Prime Contractor shall indemnify, defend and hold harmless OWNER and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.
- Q. Prime Contractor agrees that its officers, employees, subcontractors at every tier and suppliers shall perform all work in accordance with any and all current and adopted local, state, and federal building, demolition, and fire codes as applicable to jurisdiction and shall be held liable for any actions, damages, or costs caused by or arising from non-conformance with this requirement.
- R. Any conflict between adopted codes and standards shall be resolved by using the more stringent requirement unless specifically directed otherwise by the applicable governments entity



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Distinctive Insurance, an Alera Group 8375 W Flamingo Rd Suite 102 Las Vegas NV 89147	CONTACT NAME: Kathy Meyer PHONE (A/C, No, Ext): (702) 396-4844 FAX (A/C, No): (702) 396-4832 E-MAIL ADDRESS: kathy@distinctive.net																					
INSURED Monument Construction 7787 Eastgate Road Suite 101 Henderson NV 89011	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>James River Insurance Company</td><td>12203</td></tr><tr><td>INSURER B:</td><td>Acuity A Mutual Insurance Company</td><td>14184</td></tr><tr><td>INSURER C:</td><td>Service American Indemnity Company</td><td>39152</td></tr><tr><td>INSURER D:</td><td>Westchester Surplus Lines Ins. Co.</td><td>10172</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	James River Insurance Company	12203	INSURER B:	Acuity A Mutual Insurance Company	14184	INSURER C:	Service American Indemnity Company	39152	INSURER D:	Westchester Surplus Lines Ins. Co.	10172	INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 21-22 Monument renewal **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	00090025-2	03/17/2021	03/17/2022	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☒ OTHER: No deductible							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ 19			ZC4535	03/17/2021	03/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE				00090072-2	03/17/2021	03/17/2022	EACH OCCURRENCE \$ 5,000,000
DED RETENTION \$							AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	SAMTWC0027601	05/20/2021	05/20/2022	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
D	Pollution Liability/Incl'd Asbestos			GS28362456 001	03/17/2021	03/17/2022	Coverage Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bid No. 2021-08, Enterprise Quick Care Phase Two Renovation Project (PWP NO. CL-2022-97)
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS are included as an Additional Insured when required by written contract as respects General Liability per attached form subject to policy terms, conditions and exclusions.

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CERTIFICATE HOLDER**CANCELLATION**

University Medical Center of Southern Nevada 1800 W Charleston Blvd Las Vegas NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the COVERAGE FORM apply unless modified by the endorsement.

- A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Named Insured Status for Certain Entities.**
- Item 1. Who is an Insured of Paragraph A. Coverage under SECTION II-COVERED AUTOS LIABILITY COVERAGE is amended to add:
- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
 - (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
 - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.
 - e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
 - f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respects to liability created in whole or in part by such agreement.
- B. Increase Of Loss Earnings Payment**
- Subpart (4) of a. Supplementary Payments of Item 2. Coverage Extensions of Paragraph A. Coverage under SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to read:
- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.
- C. Fellow Employee Injured By Covered Auto You Own Or Hire**
- Item 5. Fellow Employee of Paragraph B. Exclusions under SECTION II-COVERED AUTOS LIABILITY COVERAGE is amended to add:
- This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.
- D. Limited Automatic Towing Coverage**
- Item 2. Towing, of Paragraph A. Coverage, under SECTION III- PHYSICAL DAMAGE COVERAGE is amended to read:
- 2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for "autos" other than private passenger types is \$250;
- b. The limit for "autos" of the private passenger type is as shown in the Declarations;
- c. No deductible applies to this coverage.

E. Item 3. Glass Breakage—Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

F. Increase Of Transportation Expense Coverage

Subpart a. Transportation Expenses of Item 4. Coverage Extensions of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item 4. Coverage Extensions of Paragraph A. Coverage, under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" and Rental Reimbursement Coverage

Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

"Downtime Loss" and Rental Reimbursement Coverage

We will pay any resulting "downtime loss" and rental reimbursement expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a combined maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss and rental reimbursement beginning on the 6th day after:
 - (1) We have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs; or
 - (2) Coverage for "downtime loss" and rental reimbursement expenses will end when any of the following occur:
 - (a) You have a spare or reserve "auto" available to you to continue our operations.
 - (b) You purchase a replacement "auto".
 - (c) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (d) You reach the 30 day maximum coverage.

I. "Personal Effects" Exclusion

Paragraph B. Exclusions under SECTION III- PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.
- d. Contraband or property in the course of illegal transportation or trade.
- e. Loss caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

J. Accidental Airbag Discharge Coverage
Item 3.a. of Paragraph B. Exclusions under SECTION III- PHYSICAL DAMAGE COVERAGE is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

K. Loan or Lease Gap Coverage

Paragraph C. Limit Of Insurance under SECTION III- PHYSICAL DAMAGE COVERAGE is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

- (4) Security deposits not refunded by the lessor; and
- (5) Carry-over balances from previous loans or leases

L. Aggregate Deductible

Paragraph D. Deductible under SECTION III -PHYSICAL DAMAGE COVERAGE is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

M. Diminishing Deductible

Paragraph D. Deductible under SECTION III -PHYSICAL DAMAGE COVERAGE is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declaration's page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

N. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. Duties In the Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under SECTION M - BUSINESS AUTO CONDITIONS is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partner-ship;
- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

O. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. Transfer Of Rights Of Recovery Against Others To Us of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage From has rights to recover damages from another, those right are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

P. Insurance is Primary and Noncontributory

Subpart a. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV - BUSINESS AUTO CONDITIONS is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance.

Q. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV - BUSINESS AUTO CONDITIONS is amended to read:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contact in that individual "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure To Disclose Hazards

Paragraph B. General Conditions under SECTION IV - BUSINESS AUTO CONDITIONS is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

S. Additional Definition

SECTION V - DEFINITIONS is amended to add:

"Tractor" means a truck with a gross vehicle weight in excess of 45,000 pounds.

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net income (Net profit of loss before income taxes that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

Policy Number:00090025-2
Effective Date: 3/17/2021

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU (PRIMARY & NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II- Who is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury- caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded these additional insureds, the following additional exclusion apply:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury", "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; or
 - c. "Property Damage" which manifests after expiration of the Policy.

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If required by written contract or agreement, such insurance as is afforded by this policy shall be primary insurance, and any insurance or self insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the Named Insured and shall not contribute to it.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Policy Number.: 00090025-2

TMGL 175 10/11

Effective Date: 3/17/2021

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS (PRIMARY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART:

Name of Additional Insured Person(s) Or Organization.	Location and Description of Completed Operations:
We shall name person(s) or organization(s) as additional insured(s) to this insurance as required under a written contract with the Named Insured entered into before the claim or loss for which this policy applies. No coverage, indemnity and/or defense obligations shall be provided under this endorsement to any person(s) or organization(s) claiming to be additional insured(s) for claims or losses which do not arise from the Named Insured's work or operations under a written contract and completed during the policy period. The Named Insured's mere presence at a work site shall not be deemed sufficient cause to require coverage, indemnity and/or defense to any person(s) or organization(s) claiming to be an additional insured under this endorsement. There shall be no coverage, indemnity, and/or duty to defend any person(s) or organization(s) claiming to be an additional insured under this endorsement if the claim or loss does not arise, in whole or in part, from the negligence and/or fault of the Named Insured.	ANY operations as required under written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and including in the "products-completed operations hazard."

If required by written contract or agreement, such insurance as is afforded by this policy shall be primary insurance, and any insurance or self insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the Named Insured and shall not contribute to it.

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ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

TMGL 175 10/11

POLICY #: 00090025-2
Effective Date: 3/17/2021

COMMERCIAL
GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: All clients of the insured where required by written contract.

{If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement. }

- The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the COVERAGE FORM apply unless modified by the endorsement.

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Named Insured Status for Certain Entities.

Item 1. Who is an Insured of Paragraph A. Coverage under SECTION II-COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

- (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
- (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented

under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respects to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. Supplementary Payments of Item 2. Coverage Extensions of Paragraph A. Coverage under SECTION II -COVERED AUTOS LIABILITY COVERAGE is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. Fellow Employee of Paragraph B. Exclusions under SECTION II-COVERED AUTOS LIABILITY COVERAGE is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

D. Limited Automatic Towing Coverage

Item 2. Towing, of Paragraph A. Coverage, under SECTION III- PHYSICAL DAMAGE COVERAGE is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for "autos" other than private passenger types is \$250;
- b. The limit for "autos" of the private passenger type is as shown in the Declarations;
- c. No deductible applies to this coverage.

E. Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph A. Coverage under SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

F. Increase Of Transportation Expense Coverage

Subpart a. Transportation Expenses of Item 4. Coverage Extensions of Paragraph A. Coverage under SECTION III - PHYSICAL DAMAGE COVERAGE is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item 4. Coverage Extensions of Paragraph A. Coverage, under SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" and Rental Reimbursement Coverage

Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

"Downtime Loss" and Rental Reimbursement Coverage

We will pay any resulting "downtime loss" and rental reimbursement expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a combined maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss and rental reimbursement beginning on the 6th day after:

- (1) We have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs; or

- (2) Coverage for "downtime loss" and rental reimbursement expenses will end when any of the following occur:

- (a) You have a spare or reserve "auto" available to you to continue our operations.
- (b) You purchase a replacement "auto".
- (c) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
- (d) You reach the 30 day maximum coverage.

I. "Personal Effects" Exclusion

Paragraph B. Exclusions under SECTION III- PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.
- d. Contraband or property in the course of illegal transportation or trade.
- e. Loss caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

J. Accidental Airbag Discharge Coverage
Item 3.a. of Paragraph B. Exclusions under SECTION III- PHYSICAL DAMAGE COVERAGE is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

K. Loan or Lease Gap Coverage

Paragraph C. Limit Of Insurance under SECTION III- PHYSICAL DAMAGE COVERAGE is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

- (4) Security deposits not refunded by the lessor; and
- (5) Carry-over balances from previous loans or leases

L. Aggregate Deductible

Paragraph D. Deductible under SECTION III -PHYSICAL DAMAGE COVERAGE is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

M. Diminishing Deductible

Paragraph D. Deductible under SECTION III -PHYSICAL DAMAGE COVERAGE is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declaration's page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

N. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. Duties In the Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under SECTION M - BUSINESS AUTO CONDITIONS is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partner-ship;
- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

0. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. Transfer Of Rights Of Recovery Against Others To Us of Paragraph A. Loss Conditions under SECTION IV – BUSINESS AUTO CONDITIONS is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage From has rights to recover damages from another, those right are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

P. Insurance is Primary and Noncontributory

Subpart a. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV - BUSINESS AUTO CONDITIONS is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance.

Q. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. Other Insurance of Paragraph B. General Conditions under SECTION IV - BUSINESS AUTO CONDITIONS is amended to read:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contact in that individual "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure To Disclose Hazards

Paragraph B. General Conditions under SECTION IV - BUSINESS AUTO CONDITIONS is amended to add:

- 9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

S. Additional Definition

SECTION V - DEFINITIONS is amended to add:

"Tractor" means a truck with a gross vehicle weight in excess of 45,000 pounds.

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

- 1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
- 2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

- 1. Net income (Net profit of loss before income taxes that would have been earned or incurred; and
- 2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 05/20/2021 Policy No. SAMTWC0027601

Endorsement No.

Page 121 of 249

Policy Effective Date: 05/20/2021 to 05/20/2022

Premium\$

Insured: Division 3 / Monument Construction

OBA:

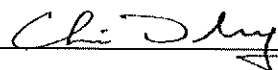
Carrier Name/Code: Service American Indemnity Company

(Method)

WC 00 03 13

(Ed. 4-84)

Countersigned by



**BID ATTACHMENT 1
BID BOND**

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, Monument Construction _____ as Principal Contractor, and Old Republic Surety Company _____ as Surety, are hereby held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA as OWNER in the penal sum of five (5) percent of the base bid amount for the payment of which, well and truly to be made, were hereby jointly and severally bind ourselves, successors and assigns.

Signed this 15th _____ day of December _____, 2021__.

The condition of the above obligation is such that whereas the Principal has submitted to UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for BID NO. _2021-06_____, PROJECT NAME _Enterprise Quick Care Two Renovation Project_____.

NOW, THEREFORE,

- a) If said BID shall be rejected; or
- b) If said BID shall be accepted and the Principal BIDDER shall deliver an insurance certificate and bonds pursuant to the forms attached hereto properly completed in accordance with said BID, and shall furnish a BOND for their faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID;

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Clark County.

(SEAL AND NOTARIAL ACKNOWLEDGMENT C
SURETY)



Monument Construction
(Principal Contractor)

Jon Wayne Nielsen, President
(Authorized Representative and Title)

By: Jon Wayne Nielsen
(Signature)

Surety: Old Republic Surety Company
737535
(State of Nevada, License Number)

Michael N. Stewart
(Appointed Agent Name)

By: Michael N. Stewart
(Signature)

Address: 8375 W. Flamingo Road, Suite 102
Las Vegas, NV 89147

Telephone: 702-874-3099



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint.
Michael N. Stewart, Sam Earl, Vance K. Jolley, Leonard C. Marler, Britney N. Macias,
Italya L. Lang, Gerlie Ryan, Daniel Leamon, Michelle Detlaff of Las Vegas, NV

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28th day of October, 2021.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 28th day of October, 2021, personally came before me, Alan Pavlic
and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson Page 123 of 249
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

51 5011



Signed and sealed at the City of Brookfield, WI this 15th day of December, 2021.

Karen J. Haffner
Assistant Secretary

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That MONUMENT CONSTRUCTION, as Contractor, and Old Republic Surety Company as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of \$667,124.49 dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

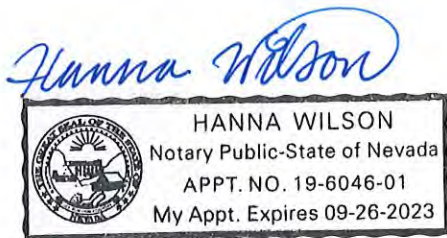
WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said OWNER to perform all work required under the Bid Schedule(s), BID NO. 2021-00, PROJECT ENTERPRISE QUICK CARE PHASE TWO RENOVATION PROJECT

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this 3rd day of January, 2022

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)



MONUMENT CONSTRUCTION
(Principal Contractor)

Jon Wayne Nielsen, President
(Authorized Representative and Title)

By:

JOHN 龍
(Signature)

Surety:

Old Republic Surety Company
737535

(State of Nevada, License Number)

By:

M. J. Stewart
(Signature)

By:

M. J. Stewart
(Signature)

737535 - NEVADA
(License Number and Issuing State)

Address: 8375 W. Flamingo Ave, #102
LAS VEGAS, NV 89147

Telephone: 702-874-3099

Address: 8375 W. Flamingo Ave, #102
LAS VEGAS, NV 89147

Telephone: 702-874-3099

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MARK HUTCHINGS, MICHAEL N STEWART, SAM EARL, VANCE K. JOLLEY, LEONARD C. MARLER, OF LAS VEGAS, NV

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

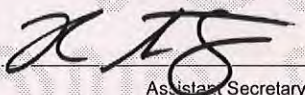
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

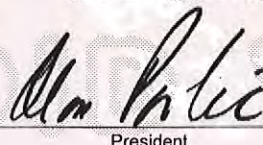
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14TH day of NOVEMBER, 2019:


Assistant Secretary



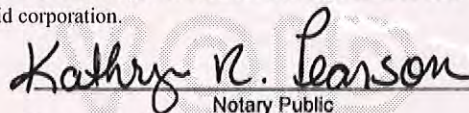
OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 14TH day of NOVEMBER, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My commission expires: 9/28/2022 Page 125 of 249

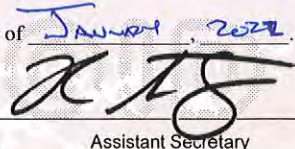
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

51-5011



Signed and sealed at the City of Brookfield, WI this 3rd day of January, 2022.


Assistant Secretary

DISTINCTIVE INSURANCE

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

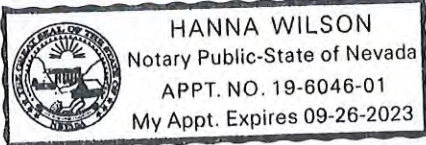
That MONUMENT CONSTRUCTION, as Principal Contractor, and Old Republic Surety Company as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of \$667,124.49 dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said OWNER to perform all work required under the Bidding Schedule(s) BID NO. 2021-06 of OWNER'S specifications, entitled PROJECT ENTERPRISE QUICK CARE Phase Two Renovation Project

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this 32nd day of January, 2022

Hanna Wilson

 HANNA WILSON
 Notary Public-State of Nevada
 APPT. NO. 19-6046-01
 My Appt. Expires 09-26-2023

MICHAEL N. STEWART
 (Appointed Agent Name)

By: M. N. Stewart
 (Signature)

737535 - NEVADA
 (License Number and Issuing State)

Address: 8375 W. FIAMENCO RD, #102
LAS VEGAS, NV 89147

Telephone: 702-874-3099

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)



MONUMENT CONSTRUCTION
 (Principal Contractor)

Jon Wayne Nielsen, President
 (Authorized Representative and Title)

By: JWN
 (Signature)

Surety: Old Republic Surety Company
737535

(State of Nevada, License Number)

MICHAEL N. STEWART
 (Appointed Agent Name)

By: M. N. Stewart
 (Signature)

Address: 8375 W. FIAMENCO RD, #102
LAS VEGAS, NV 89147

Telephone: 702-874-3099

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MARK HUTCHINGS, MICHAEL N STEWART, SAM EARL, VANCE K. JOLLEY, LEONARD C. MARLER, OF LAS VEGAS, NV

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

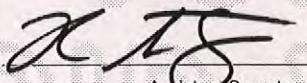
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14TH day of NOVEMBER, 2019:



Assistant Secretary



OLD REPUBLIC SURETY COMPANY

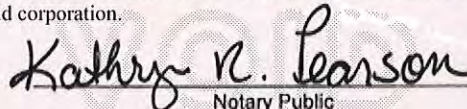


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 14TH day of NOVEMBER, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.





Notary Public

My commission expires: 9/28/2022 Page 127 of 249

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

51-5011



Signed and sealed at the City of Brookfield, WI this 30 day of January, 2021.



Assistant Secretary

DISTINCTIVE INSURANCE

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

GUARANTY BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

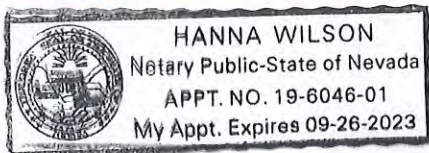
GUARANTEE for MONUMENT CONSTRUCTION7787 EASTGATE ROAD, #110, HENDERSON, NV 89011

(Name and Address of Prime Contractor)

ENTERPRISE CRICK CREEK PHASE TWO

We hereby guarantee that the **BID NO.** 2021-06, **PROJECT** RENOVATED PROJECT which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the University Medical Center of Southern Nevada, without any expense whatsoever to said University Medical Center of Southern Nevada ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within fourteen (14) calendar days after being notified in writing by University Medical Center of Southern Nevada, we collectively or separately, do hereby authorize University Medical Center of Southern Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this 3rd day of JANUARY, 2022(SEAL AND NOTARIAL ACKNOWLEDGMENT C
SURETY)Hanna WilsonMICHAEL N. STEWART

(Appointed Agent Name)

By:

M. N. Stewart
(Signature)737535 - NEVADA

(License Number and Issuing State)

Address: 8375 W. FIAMENGO BLVD, #102
LAS VEGAS, NV 89147

Telephone:

702-874-3099MONUMENT CONSTRUCTION
(Principal Contractor)Jon Wayne Nielsen, President

(Authorized Representative and Title)

By:

JOHN NIELSEN
(Signature)

Surety:

OLD REPUBLIC SURETY COMPANY
737535

(State of Nevada, License Number)

MICHAEL N. STEWART
(Appointed Agent Name)

By:

M. N. Stewart
(Signature)Address: 8375 W. FIAMENGO BLVD, #102
LAS VEGAS, NV 89147Telephone: 702-874-3099

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MARK HUTCHINGS, MICHAEL N STEWART, SAM EARL, VANCE K. JOLLEY, LEONARD C. MARLER, OF LAS VEGAS, NV

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

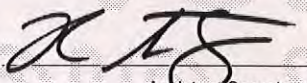
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

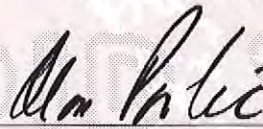
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 14TH day of NOVEMBER, 2019:


Assistant Secretary



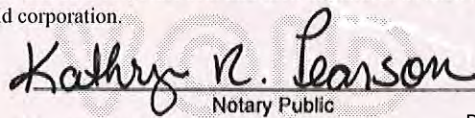
OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 14TH day of NOVEMBER, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My commission expires: 9/28/2022 Page 129 of 249

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

51-5011



Signed and sealed at the City of Brookfield, WI this 3rd day of January, 2022.


Assistant Secretary

DISTINCTIVE INSURANCE

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

LIST OF SUBCONTRACTORS 1% AND ABOVE

PRIME CONTRACTOR MUST INCLUDE ITS NAME ON THIS LIST. If the prime contractor will perform any work which is more than 1 percent of the prime contractor's total bid and which is not being performed by a subcontractor listed, the prime contractor shall also include on the list: (a) A description of the labor or portion of the work that the prime contractor will perform; or (b) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.

Within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing:

- (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding \$250,000.
- (2) If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent of the prime contractor's total bid or \$50,000, whichever is greater.

A bidder that fails to submit the list within the required time represents that no subcontractor(s) meet the statutory requirements. The contractor shall not substitute any person for a subcontractor who is named in this bid, pursuant to Nevada Revised Statute 338.141. If a contractor does not submit this list and has subcontractor(s) that meet the statutory requirements, its bid shall be deemed not responsive.

[illegible]

Monument Construction

702-530-2303

Legal Name of Firm as it would appear in Contract

Telephone Number

7787 Eastgate Road #110, Henderson, Nevada 89011

Address including City, State and Zip Code

Signature of Bidder (Authorized Representative)

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*Select Business Enterprise Groups (BEG) from the following: Minority Business Enterprise (MBE); Small Business Enterprise (SBE); Women-Owned Business Enterprise (WBE); Disadvantaged Business Enterprise (DBE); Local Business Enterprise (LBE); Disabled Veteran Business Enterprise (DVBE); or Not Applicable (N/A).

** Caucasian (CX), African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American

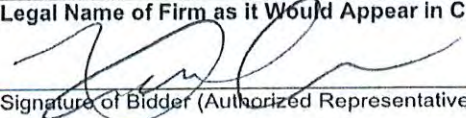
BID ATTACHMENT 3

SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT
BIDDER MUST INCLUDE ITS NAME ON THIS LIST IF HE OR SHE INTENDS TO PERFORM ANY WORK NOT PERFORMED BY A SUBCONTRACTOR AND INCLUDED A DESCRIPTION OF THE LABOR OR PORTION OF THE WORK OR A STATEMENT THAT ALL WORK OTHER THAN THAT BEING PERFORMED BY A SUBCONTRACTOR. THE BIDDER SHALL NOT SUBSTITUTE A SUBCONTRACTOR WHO IS NAMED IN THIS BID, PURSUANT TO NEVADA REVISED STATUTE 338.141. THE FOLLOWING SUBCONTRACTORS SHALL BE UTILIZED. A BIDDER, WHICH FAILS TO LIST A SUBCONTRACTOR (S), REPRESENTS THAT NO SUBCONTRACTOR(S) MEET THE STATUTORY REQUIREMENTS.

DESCRIPTION OF WORK	BIDDERS' NAME(S)	*BEG	*ETHNICITY
All work other than that being performed by a subcontractor	Monument Construction		CX
DESCRIPTION OF WORK	SUBCONTRACTORS' FIRM NAME(S)	*BEG	*ETHNICITY
Millwork	Herrick & O'Herron, Inc.		
Electrical	Legacy Electric, Inc.		
Plumbing	Complete Plumbing Solutions LLC		
Flooring	Roberts Roof & Floor, Inc.		

Monument Construction

Legal Name of Firm as it Would Appear in Contract



Signature of Bidder (Authorized Representative)

12/16/2021

Today's Date

**Reference Instructions to Bidders for Definitions (Section 7.3(d)).*

BID ATTACHMENT 4
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

THE LOW OR BEST BIDDER MUST SUBMIT THIS FORM VIA HAND DELIVERY OR EMAIL TO contract.specialist@umcsn.com IF THEY HAVE MET THE REQUIREMENTS OF NEVADA REVISED STATUTE 338.141 AND 338.0117, AND HAVE IT TIME STAMPED WITHIN TWO (2) HOURS AFTER COMPLETION OF THE OPENING OF THE BIDS TO BE ELIGIBLE TO RECEIVE A PREFERENCE IN BIDDING. SUBMISSIONS AFTER THE TWO (2) HOURS WILL BE REJECTED. A BIDDER THAT FAILS TO SUBMIT THE AFFIDAVIT WITHIN THE REQUIRED TIME REPRESENTS THAT THEY WILL FOREGO RECEIVING THE PREFERENCE.

I, Parth Gandhi ("Affiant"), on behalf of the Monument Construction ("BIDDER"), swear and affirm that in order to be in compliance with NRS 338.147, and NRS 338.0117, and be eligible to receive a preference in bidding for Bid No. 2021-06, Project Name Enterprise Quick Care Phase Two Renovation Project ("Project"); certify that for the duration of the Project, collectively, and not on any specific day;

- (a) At least 50 percent of the workers employed on the Project including, without limitation, any employees of the Bidder, and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");
- (b) All vehicles used primarily for the Project will be:
 - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or
 - (2) Registered in the State of Nevada;
- (c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the Project, including, without limitation, employees of the design-build team, and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver's license or identification card issued by the DMV;
- (d) The BIDDER, Applicant or Design-Build Team, and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

Upon submission of the State Contractors' Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit, BIDDER, Applicant, or Designated-Build Team recognizes and accepts that if a contract is awarded as a result of receiving a preference in bidding, failure to comply with the requirements herein, including all record keeping obligations detailed in the General Conditions, entitles Clark County to a penalty as defined by statute.



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-20-10-13-0609

MONUMENT CONSTRUCTION (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0080649 ORIGINAL ISSUE DATE: 11/18/2015 BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON DECEMBER 1, 2021 AND EXPIRES ON NOVEMBER 30, 2022, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias 11-19-2021
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-15-12-04-0532

MONUMENT CONSTRUCTION DBA MONUMENT (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0075502 ORIGINAL ISSUE DATE: 12/03/2010 BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **B-GENERAL BUILDING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON JANUARY 1, 2021 AND EXPIRES ON DECEMBER 31, 2021, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias 12/1/2020
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

BID ATTACHMENT 4
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY
Page 2 of 2

By: Parth Gandhi Title: Project Manager
Printed Name of Affiant

Signature of Affiant: Parth Gandhi Date: 12/16/2021
Digitally signed by Parth Gandhi
DN: cn=US,
email=parth@buildmonuments.com,
ou=Monument Construction,
cn=Parth Gandhi

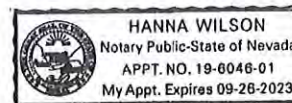
Signed and sworn to (or affirmed) before me on this 16th day of December,
2021, by Parth Gandhi (name of Affiant)

State of Nevada)
ss)

Hanna Wilson
Notary Signature

County of: Clark)

STAMP AND SEAL



Proof of Authorization to Sign Affidavit

The person must establish his/her actual authority to act on behalf of the business organization. The individual must be the person indicated in the table below and provide written documentation clearly indicating the person's position within that business organization. If the individual signing the Affidavit is an employee of the business organization, written documentation on organization letterhead must be provided; clearly indicating the person's authority to act on behalf of the business organization. The authorized person identified in the table must sign the written documentation.

If the individual making application for the business organization is not one of the persons identified in the table or an authorized employee, a valid power of attorney executed by an authorized person on behalf of the business organization must be provided. The power of attorney must be made not more than 90 calendar days before the Affidavit is signed.

BUSINESS ENTITY	PERSON WHO HAS AUTHORITY TO COMPLETE AFFIDAVIT
Sole Proprietorship	Name of Sole Proprietor
Partnership	Name of Partner
Corporation	1. Director, if Authorized 2. Executive Officer (as indicated in the Article of Incorporation)
Limited Liability Company	1. Member, if Member-Managed LLC 2. Manager, if Manager-Managed LLC

BID ATTACHMENT 5

Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
All Prime/Bidders must submit a completed and signed form with the BID

Check ALL trade/craft applicable to this project

BID No.: 2021-06 Prime/Bidder: Monument Construction

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☐
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Cement Mason, can also include plasterers	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Fence Erector (See Laborers) non-steel/iron (See Iron Workers) steel/iron	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☐
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Floor Coverer	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Highway Striper (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway stripers and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Millwright	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒

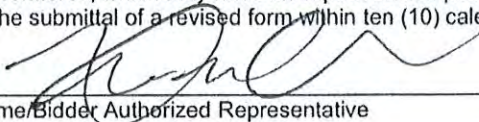
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BID ATTACHMENT 5

Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Plasterer	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Soils and Materials Tester, includes certified soil tester	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Taper	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Well Driller (see also Operating Engineer) – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Other:	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
	Yes ☐ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒

*I anticipate compliance with the Nevada Apprenticeship Utilization Act.

I affirm I am fully authorized to acknowledge, on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within ten (10) calendar days of the change.

Signed:  Date: 12/16/2021
Prime/Bidder Authorized Representative

Name and Title: Xavone Charles, Estimator

BID ATTACHMENT 6 Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: _____ Subcontractor: Legacy Electric Inc.
Prime Contractor: Monument Construction

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striping and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *

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Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Well Driller (see also Operating Engineer) – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *

*I anticipate compliance with the Nevada Apprenticeship Utilization Act.

I affirm I am fully authorized to acknowledge, on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within ten (10) calendar days of the change.

Signed: _____ Date: 12/17/21
 Authorized Representative

Name and Title: Daniel Hester President

BID ATTACHMENT 6

Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.

Check ALL trade/craft applicable to this project

BID No.: _____ Subcontractor: Complete Plumbing Solutions LLC

Prime

Contractor: _____

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway stripers and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *

Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Plumber/Pipefitter	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒ *
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Well Driller (see also Operating Engineer) – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *

*I anticipate compliance with the Nevada Apprenticeship Utilization Act.

I affirm I am fully authorized to acknowledge, on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within ten (10) calendar days of the change.

Signed: _____ Date: 12/16/21

Authorized Representative

Name and Title: STOYAN GEORGIEV (OWNER)

BID ATTACHMENT 6

Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
 THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED
 (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
 Check ALL trade/craft applicable to this project

BID No.: 2021-06 Subcontractor: ROBERTS ROOF AND FLOOR

Prime Contractor: _____

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Floor Cover	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒ *
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway stripier and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *

Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Operating Engineer , can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Sheet Metal Worker , can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Well Driller (see also Operating Engineer) – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *

*I anticipate compliance with the Nevada Apprenticeship Utilization Act.

I affirm I am fully authorized to acknowledge, on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within ten (10) calendar days of the change.

Signed: Clint Freeman Date: 12/16/2021
Authorized Representative

Name and Title: Clint Freeman Estimator / Project Manager

BID ATTACHMENT 6 Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED
(USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 0-21-1719 Subcontractor: Herrick & O'Herron, Inc

Cabinetmakers

Prime Contractor: Monument

Construction

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	☐ ☐	☐ ☐ ☐	Yes ☐ No ☐ *
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☒ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒ *
Cement Mason, can also include plasterers	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway stripers and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *

Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Well Driller (see also Operating Engineer) – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ *

*I anticipate compliance with the Nevada Apprenticeship Utilization Act.

I affirm I am fully authorized to acknowledge, on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within ten (10) calendar days of the change.

Signed: Roddie Baker Date: 12/17/2021
Authorized Representative

Name and Title: Roddie Baker Marketing and Estimating

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA

Bid Attachment 7

Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-06/Enterprise Quick Care Phase Two Renovation Project PWP# CL-2022-97
Awarding Body Name: University Medical Center
Contact Person/Title: Frances Heiy/Contract Specialist
Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102
Phone: (702) 207-8846 Fax: _____ E-mail: Frances.Heiy@umcsn.com

Contractor/Subcontractor: Monument Construction
Contact/Title: Xavone Charles/Estimator Contractor License Number: A: 0080649, B: 0075502
Address: 7787 Eastgate Road #110, Henderson, Nevada 89011
Phone: 702-530-2303 Fax: 702-947-2602 E-mail: xcharles@buildmonuments.com

☒ No waivers needed for this contractor/subcontractor in any crafts/trades.

Stop here, sign and date below.

Please check the box for the reason for a Waiver Request and attach supporting documentation/evidence:

☐ Waiver needed for the following craft(s)/trade(s) _____

as there are no Apprentices available from an Apprenticeship Program within Clark County as recognized by the State Apprenticeship Council. Documentation must be attached.

☐ Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor listed above requested Apprentices from a registered Apprenticeship Program and the request has been denied or not approved within 5 business days. Documentation/dated request must be attached.

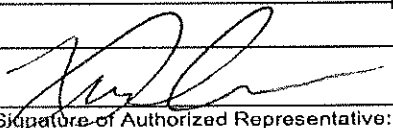
☐ Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor is required to perform uniquely complex or hazardous tasks on the project, as described here, that require the skill and expertise of a journeyman. Documentation that the corresponding Apprenticeship Program does not provide Apprentices must be attached. _____

Page 146 of 249

Monument Construction
Contractor/Subcontractor

12/16/2021
Date Submitted
to Awarding Body


*Signature of Authorized Representative:

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA

Bid Attachment 7

Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-06/Enterprise Quick Care Phase Two Renovation Project PWP# CL-2022-97
Awarding Body Name: University Medical Center
Contact Person/Title: Frances Heiy/Contract Specialist
Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102
Phone: (702) 207-8846 Fax: _____ E-mail: Frances.Heiy@umcsn.com

Contractor/Subcontractor: Monument Construction
Contact/Title: Xavone Charles/Estimator Contractor License Number: A: 0080649, B: 0075502
Address: 7787 Eastgate Road #110, Henderson, Nevada 89011
Phone: 702-530-2303 Fax: 702-947-2602 E-mail: xcharles@buildmonuments.com

☒ No waivers needed for this contractor/subcontractor in any crafts/trades.

Stop here, sign and date below.

Please check the box for the reason for a Waiver Request and attach supporting documentation/evidence:

☐ Waiver needed for the following craft(s)/trade(s) _____

as there are no Apprentices available from an Apprenticeship Program within Clark County as recognized by the State Apprenticeship Council. Documentation must be attached.

☐ Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor listed above requested Apprentices from a registered Apprenticeship Program and the request has been denied or not approved within 5 business days. Documentation/dated request must be attached.

☐ Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor is required to perform uniquely complex or hazardous tasks on the project, as described here, that require the skill and expertise of a journeyman. Documentation that the corresponding Apprenticeship Program does not provide Apprentices must be attached. _____

Page 147 of 249

Monument Construction
Contractor/Subcontractor

12/16/2021
Date Submitted
to Awarding Body


*Signature of Authorized Representative:

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

**UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7**

Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: _____ PWP# _____

Awarding Body Name: _____

Contact Person/Title: _____

Address: _____, Nevada _____

Phone: _____ Fax: _____ E-mail: _____

Contractor/Subcontractor: Legacy Electric Inc.

Contact/Title: David Hester / President Contractor License Number: 60630

Address: 3650 E Sunset Rd #105 Las Vegas, Nevada 89120

Phone: 702-456-8570 Fax: 702-456-8319 E-mail: dave@lelelectric.com

☐ No waivers needed for this contractor/subcontractor in any crafts/trades.

Stop here, sign and date below.

Please check the box for the reason for a Waiver Request and attach supporting documentation/evidence:

☐ Waiver needed for the following craft(s)/trade(s) _____

as there are no Apprentices available from an Apprenticeship Program within Clark County as recognized by the State Apprenticeship Council. Documentation must be attached.

☐ Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor listed above requested Apprentices from a registered Apprenticeship Program and the request has been denied or not approved within 5 business days. Documentation/dated request must be attached.

☐ Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor is required to perform uniquely complex or hazardous tasks on the project, as described here, that require the skill and expertise of a journeyman. Documentation that the corresponding Apprenticeship Program does not provide Apprentices must be attached. _____

Page 148 of 249

David Hester
Contractor/Subcontractor

12/17/21
Date Submitted
to Awarding Body

[Signature]
*Signature of Authorized Representative:

***By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.**

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA

Bid Attachment 7

Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: _____ PWP# _____
Awarding Body Name: _____
Contact Person/Title: _____
Address: _____, Nevada _____
Phone: _____ Fax: _____ E-mail: _____

Contractor/Subcontractor: Complete Plumbing Solutions LLC
Contact/Title: STOYAN GEORGIEV - OWNER Contractor License Number: 0085235
Address: 5965 W. OQUENDO RD. LAS VEGAS, Nevada 89118
Phone: 702-970-0307 Fax: _____ E-mail: YN0T5791@GMAIL.COM

☒ No waivers needed for this contractor/subcontractor in any crafts/trades.

Stop here, sign and date below.

Please check the box for the reason for a Waiver Request and attach supporting documentation/evidence:

☐ Waiver needed for the following craft(s)/trade(s) _____

as there are no Apprentices available from an Apprenticeship Program within Clark County as recognized by the State Apprenticeship Council. Documentation must be attached.

☐ Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor listed above requested Apprentices from a registered Apprenticeship Program and the request has been denied or not approved within 5 business days. Documentation/dated request must be attached.

☐ Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor is required to perform uniquely complex or hazardous tasks on the project, as described here, that require the skill and expertise of a journeyman. Documentation that the corresponding Apprenticeship Program does not provide Apprentices must be attached. _____

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STOYAN GEORGIEV
Contractor/Subcontractor

12/16/21
Date Submitted
to Awarding Body

[Signature]
*Signature of Authorized Representative:

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7
Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: _____ PWP# _____
Awarding Body Name: _____
Contact Person/Title: _____
Address: _____, Nevada _____
Phone: _____ Fax: _____ E-mail: _____

Contractor/Subcontractor: Roberts Roof and Floor
Contact/Title: Clint Freeman Estimator / Project Manager Contractor License Number: 6040-A
Address: 3250 Sirius Avenue Las Vegas, Nevada 89102
Phone: 702-876-4880 Fax: 702-876-1868 E-mail: Clintf@RobertsRoofandFloor.com

☒ No waivers needed for this contractor/subcontractor in any crafts/trades.

Stop here, sign and date below.

Please check the box for the reason for a Waiver Request and attach supporting documentation/evidence:

☐ Waiver needed for the following craft(s)/trade(s) _____

as there are no Apprentices available from an Apprenticeship Program within Clark County as recognized by the State Apprenticeship Council. Documentation must be attached.

☐ Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor listed above requested Apprentices from a registered Apprenticeship Program and the request has been denied or not approved within 5 business days. Documentation/dated request must be attached.

☐ Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor is required to perform uniquely complex or hazardous tasks on the project, as described here, that require the skill and expertise of a journeyman. Documentation that the corresponding Apprenticeship Program does not provide Apprentices must be attached. _____

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Roberts Roof and Floor

Contractor/Subcontractor

12/17/2021

Date Submitted
to Awarding Body

Clint Freeman

*Signature of Authorized Representative:

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA

Bid Attachment 7

Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-06 PWP# NA
 Awarding Body Name: UMC System of Southern Nevada
 Contact Person/Title: Frances Heip Contract Specialist
 Address: 1800 W. Charleston Blvd. Las Vegas, Nevada 89102
 Phone: 702-207-8846 Fax: — E-mail: Frances.Heip@umcsn.com

Contractor/Subcontractor: Herricks O'Herron, Inc Cabinetmakers
 Contact/Title: Marketing and Estimating Contractor License Number 0045684
 Address: 2881, Nevada
 Phone: 702-651-9725 Fax: NA E-mail: radhie@herricksandoherron.com

☒ No waivers needed for this contractor/subcontractor in any crafts/trades.

Stop here, sign and date below.

Please check the box for the reason for a Waiver Request and attach supporting documentation/evidence:

☐ Waiver needed for the following craft(s)/trade(s) _____

as there are no Apprentices available from an Apprenticeship Program within Clark County as recognized by the State Apprenticeship Council. Documentation must be attached.

☐ Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor listed above requested Apprentices from a registered Apprenticeship Program and the request has been denied or not approved within 5 business days. Documentation/dated request must be attached.

☐ Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor is required to perform uniquely complex or hazardous tasks on the project, as described here, that require the skill and expertise of a journeyman. Documentation that the corresponding Apprenticeship Program does not provide Apprentices must be attached. _____

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Herricks O'Herron, Inc 12.16.2021
 Contractor/Subcontractor Date Submitted
 to Awarding Body

Radhie O'Herron
 *Signature of Authorized Representative:

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

BID ATTACHMENT 8 SCHEDULE OF VALUES

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE TOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE CONTRACTS MANAGEMENT DIVISION VIA HAND DELIVERY OR BY EMAIL TO contract.specialist@umcsn.com BY 5:00 P.M. OF THE NEXT BUSINESS DAY.

THE BIDDER SHALL INDICATE THE TOTAL BID AMOUNT FOR THE ITEMS SPECIFIED BELOW. THIS LIST SHALL NOT BE CONSIDERED ENTIRELY INCLUSIVE. BIDDER(S) AGREES TO PROVIDE, UPON REQUEST, ADDITIONAL INFORMATION THAT MAY INCLUDE BUT NOT BE LIMITED TO DETAILED BREAKDOWN OF AMOUNTS, MANUFACTURER'S PRODUCTS, LITERATURE, EQUIPMENT MODEL NUMBERS, OR AS INFORMATION IS REQUIRED TO SUPPORT AND/OR SUBSTANTIATE THE WORK, IN ACCORDANCE WITH NRS 338.

ITEM	DESCRIPTION	DOLLAR AMOUNTS
1.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$ 198,806.73
2.	PERMITS AND FEES (if required)	\$ 1,000.00
3.	METALS	\$
4.	WOOD, PLASTICS, AND COMPOSITES	\$
5.	DOORS	\$3,750.00
6.	FINISHES	\$206,886.73
7.	SPECIALTIES	\$
8.	MILLWORK	\$85,781.00
9.	PLUMBING	\$36,400.00
10.	ELECTRICAL	\$33,000.00
11.	CONSTRUCTION CONTINGENCY	\$ 100,000.00
	ICRA	\$1,500.00
	TOTAL BID AMOUNT	\$ 667,124.49
	ADD ALTERNATIVES	
01		\$
02		\$
03		\$
04		\$
	ADD ALTERNATES AMOUNT	\$
	GRAND TOTAL BID AMOUNT	\$ 667,124.49

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the total contract Amount, shall be divided to facilitate payments to the BIDDER in accordance with the Contract Documents.

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MONUMENT CONSTRUCTION

Legal Name of Firm as it would appear on Contract

A: 0080249, B: 0075502

Nevada State Contractor's License Number

7787 EASTGATE RD #110, HENDERSON, NV 89011

Address including City, State and Zip Code

Authorized Signature

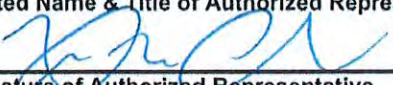


REPRESENTATIONS AND CERTIFICATIONS

The prospective bidder/proposer, Monument Construction certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or affiliates
 - a. Are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and
 - b. Has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
2. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
3. Have within a three (3)-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Have not within a five (5) -year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification; and,
6. That it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

<u>Xavone Charles, Estimator</u>	<u>2021-06</u>
Printed Name & Title of Authorized Representative	Bid Number
	<u>12/16/2021</u>
Signature of Authorized Representative	Date

I am unable to certify to the above statement. My explanation is attached.

Signature _____ **Date** _____ **Bid Number** _____

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EXHIBIT C

MEDIATOR AGREEMENT

This Agreement ("Agreement") is made and entered into this _____ day of _____, by and between the University Medical Center of Southern Nevada ("OWNER"), _____ ("Prime Contractor") and _____ ("Mediator"). OWNER and _____ are collectively referred to as "Parties".

WHEREAS, _____ was awarded the **BID NO. 2021-06, Enterprise Quick Care Phase Two Renovation Project**, and the OWNER and _____ entered into a contract entitled _____ ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _____ of the Contract,

WHEREAS, _____ has submitted a demand to _____ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _____ of the Contract;

WHEREAS, the Contract requires the Parties to mutually agree upon a private independent mediator to mediate the claim, dispute or controversy;

WHEREAS, the Parties have mutually agreed to hire Mediator in this matter;

WHEREAS, Mediator is willing to accept this appointment;

NOW THEREFORE, the County, Prime Contractor and Mediator agree as follows:

1. Scope of Services

The Parties hereby retain and appoint Mediator to mediate the above-referenced claim, dispute or controversy arising out of the Contract. Mediator agrees to conduct a mediation in accordance with section 7 of the General Conditions of the Contract and consistent with the most current version of "The Model Standards of Conduct for Mediators" as approved by the American Arbitration Association. Additionally, Mediator agrees to conduct the mediation consistent with sections addressing "Mediator's Impartiality and Duty to Disclose", "Duties and Responsibilities of the Mediator" and "Confidentiality" of the current version of the "Construction Industry Mediation Procedures" as approved by the American Arbitration Association.

2. Mediator's Fees and Expenses

Mediator will charge an hourly rate of \$_____ for his services as a mediator. The Parties are equally responsible for the cost of the Mediator. The County is responsible for fifty-percent (50%) of the fees of Mediator and Prime Contractor is responsible for fifty-percent (50%) of the cost of Mediator.

OWNER and Prime Contractor agree to reimburse Mediator for reasonable expenses including, but not limited to, long distance telephone calls, photocopying and mailing fees.

3. Billing

Mediator will provide, on a monthly basis, invoices to OWNER and Prime Contractor itemizing all services provided. Mediator agrees to bill OWNER for its fifty-percent (50%) share and Mediator agrees to bill the Prime Contractor for its fifty-percent (50%) share. Mediator understands and agrees that the Parties are only responsible for their respective fifty-percent (50%) shares. If the Prime Contractor does not pay Mediator its fifty-percent (50%) share of the fees, then OWNER is not responsible. Likewise, if OWNER does not pay Mediator its fifty-percent (50%) share of the fees, then the Prime Contractor is not responsible.

OWNER and Prime Contractor agree to make payment for Mediator's fees and expenses within sixty (60) days after receipt of such billings.

4. Term

The term of this Agreement shall commence on the date of this Agreement and shall continue until Mediator concludes the above-referenced matters on which he is serving as the Parties' Mediator.

5. Amendment and Modification

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

6. Applicable Law

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

7. Exclusive Benefit of the Parties

Except as specifically provided in this section, this Agreement is not intended to create any rights, powers or interests in any third party and this Agreement is entered into for the exclusive benefit of OWNER, Prime Contractor, and Mediator.

8. Notices

Any notice required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

To OWNER:

To Prime Contractor:

To Mediator:

Either party may, at any time and from time to time, change its address by written notice to the other party.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

(SIGNATURE ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have caused this contract to be signed and intend to be legally bound thereby.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason Van Houweling, CEO

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By: _____

Name: _____

Its: _____
PRIME CONTRACTOR

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On this ____ day of _____, 20__, before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged to me that _____ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

NOTARY PUBLIC
In and for said County and State

By: _____

Name: _____

Its: _____
MEDIATOR

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On this _____ day of _____, 20____, before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged to me that _____ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

NOTARY PUBLIC
In and for said County and State

EXHIBIT D

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter referred to as ("Confidentiality Agreement")) is made and entered into this ____ day of _____, 20__ by and between the University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (OWNER), and _____ ("_____"). OWNER and _____ are collectively referred to as "Parties".

RECITALS

WHEREAS, _____ was awarded BID NO. 2021-06 for the **Enterprise Quick Care Phase Two Renovation Project**, and OWNER and _____ entered into a contract entitled for the Project ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have haven been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _____ of the Contract,

WHEREAS, _____ has submitted a demand to _____ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _____ of the Contract;

WHEREAS, pursuant to section _____ of the Contract, the Parties are required to enter into this Confidentiality Agreement as a condition of the informal nonbinding mediation prior to the commencement of the mediation;

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

AGREEMENT

IT IS HEREBY AGREED by and between the Parties, their directors, officers, representatives and employees to maintain the confidentiality of the mediation and not disclose any statements, documents or information of merit or substance relating to the mediation. The Parties agree not to rely upon or introduce as evidence in any arbitral, judicial, or other proceedings the following:

- a) views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings, with respect to a possible settlement of a dispute, and with respect to negotiations that preceded the mediation;
- b) admissions made by another party in the course of the mediation proceedings and negotiations that preceded the mediation relating to the merits of the dispute;
- c) written and oral statements made or documents exchanged;
- d) proposals made or views expressed by the mediator; or
- e) the fact that another party had or had not indicated willingness to a proposal for settlement made by another party or the mediator.

The confidentiality of this provision is waived in the event the disclosure constitutes probative evidence in a ~~pending action~~ 249 alleging negligence or willful misconduct of the mediator.

IT IS FURTHER AGREED by and between the Parties, their directors, officers, representatives and employees that no cause of action may be asserted based upon the manner in which the mediation is conducted or what transpires during the mediation proceeding.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

NOTARY PUBLIC

Contractor – Safety

All emergencies – call Public Safety 24/7 - 383-2777 or 383-1810

Your emergency contact: Name: _____ Number: _____

Fire Codes - announcement via overhead paging system

- Code Red Drill – Fire drill
- Code Red – Actual Fire
- Code Green – all clear, you can resume work activities
- Contractor will provide their own fire extinguishers

Hospital Codes - announcement via overhead paging system

- Code Orange – Hazardous Materials Spill
- Code – Pediatric/Infant Abduction
- Code Blue – Cardiac arrest
- Code Black – Bomb Threat
- Code Triage – Disaster plan
- Code White - Stroke

Emergency Exits

UMC Safety Manager/Engineering will show your representative emergency exits in the work area.

Partitions

Temporary construction partitions must be smoke tight and built of non-combustible materials.

Chemicals

- Any chemicals brought on-site, UMC Safety Manager must have a MSDS/SDS
- No flammable materials stored on-site
- All containers must be properly labeled

Noise

UMC Safety Manager/Engineering must be notified if noise levels exceed 90 db inside the hospital

Electrical

Only UL approved electrical devices may be used at UMC. No frayed wiring or inappropriate use of extension cords. Use ground-fault circuit interrupters (GFCI's) as required.

Smoking

Smoking is prohibited on UMC property.

Waste

All waste and debris must be removed from premises at end of workday.

OSHA

Contractor shall have current OSHA 10 or 30 Hour card in their possession when engaged in work on UMC property

It is the responsibility of the General/Prime Contractor to provide and maintain documentation of UMC's Contractor's Procedures and Practices to all sub-contractors.

XAVIER CITARLES

Print Employee Name

Signature

Date

MONUMENT CONSTRUCTION

Company

EXHIBIT E

Contractor Acknowledgement of UMC Procedures & Practices

[Handwritten signature]

Check In/Check Out Procedures

All outside contractors/vendors performing work at UMC are required to sign in upon entering the hospital and receive either a visitor's badge or temporary sticker badge. Prior to leaving the hospital, the contractor/vendor is required to sign out of the Vendor's Log and, if issued, return the visitor's badge. All badges will be worn at eye level and be prominently displayed. Failure to wear a badge could result in you being asked to leave the property immediately.

[Handwritten signature]

Parking

Parking is to be in designated areas only. You can, and will be towed if you park in any reserved parking spot. Parking in front of either loading docks is strictly prohibited unless prior arrangements have been made with receiving department personnel. UMC is not responsible for any parking violations received (i.e. expired parking meter fines, fire lanes, etc.) Vehicles are towed at owner's expense. Talk to any maintenance supervisor if special parking requirements are needed.

[Handwritten signature]

Noise and Vibration

Any portion of work anticipated to cause or result in elevated noise or vibration must be identified and arranged with the Engineering Department prior to commencement of work such as but not limited to jackhammer/chipping, saw cutting/core drilling, heavy equipment, power tools, powder actuated tools, high velocity fans. Engineering must be given appropriate notice to arrange this work with surrounding units.

[Handwritten signature]

System/Utilities Shutdown Notification

Due to the nature of our business, any required interruptions of service to this facility, including but not limited to: Water, Power, Medical Gas, Natural Gas, etc., with the exception of emergencies, and Fire Safety System outages longer than 4 hours, must be made at least 14 days prior to the start of the job. Failure to notify us of interruptions could result in loss of patient life. Engineering must be notified at least 1 hour in advance to have fire alarms, smoke detectors, or sprinkler systems temporarily disabled.

[Handwritten signature]

Structural Fire Proofing

At no time will structural fireproofing (i.e. monokote) be removed from any I-beams or support braces without prior authorization from the Director of Engineering, or designee.

[Handwritten signature]

Hot Work

A Hot Work Permit is required for all temporary operation involving open flame or producing heat and/or sparks. This includes, but not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, Welding. Permits are available in the Engineering Department office. All requirements and guidelines listed on the Hot Work Permit shall be followed. UMC Safety Manager or designee will conduct an inspection of location prior to commencement of Hot Work. Fire watch shall be initiated upon completion of Hot Work. Contractor shall have fully charged and serviceable fire extinguisher at Hot Work location at all times when engaged in Hot Work. Flammables and combustibles shall be removed prior to work. Current Hot Work Permit is mandatory if performing any of the above-mentioned duties. If observed engaged in Hot Work without required permit work will be stopped immediately in addition to removal of offending contractor from property. **In the event that a fire alarm is activated do to negligence of the Contractor the City of Las Vegas will issue a \$1,000.00 fine. Contractor will be responsible for payment.**

[Handwritten signature]

Above the Ceiling Work

Contractor access for above ceiling must be arranged with and authorized by the Engineering Department prior to any work commencing. Engineering representative will issue a permit with counter signature by contractor. This permit must be displayed at the area of work. If permit is not obtained and/or prominently displayed, you will be told to stop all work and may be asked to leave the property immediately.

[Handwritten signature]

Wall Penetrations

Any penetrations into a firewall must be reported to the Engineering Department. Unless there are other arrangements made, it is your responsibility to ensure that any penetrations are properly patched using industry standard fire caulking material by certified installer in compliance with a UL listed penetration detail. Upon completion of the work an Engineering Maintenance Supervisor, or designee, will inspect the area and sign off on the job. If you are unsure whether the wall is a firewall, ask a supervisor.

[Handwritten signature]

Accident Reporting

Accidents happen and are to be reported to the Engineering Department immediately. Failure to notify the Engineering Department immediately can result in a contractor/vendor or contractor/vendor employee being permanently banned from working at this facility. Any contractor/vendor or their employee found to be working in an unsafe manner can be asked to leave the property immediately.

[Handwritten signature]

Infection Control

The contractor will adhere and enforce all measures identified on the ICRA permit issued for the project. Contractor will make immediate corrections when site inspection identifies any deficiencies. Failure to correct any identified deficiency in an appropriate timely manner, ~~will~~ **will** result in work stoppage until all identified deficiencies have been corrected.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 14						
Corporate/Business Entity Name: Monument Construction						
(Include d.b.a., if applicable) Monument						
Street Address: 7787 Eastgate Road #110			Website: buildmonuments.com			
City, State and Zip Code: Henderson, Nevada 89011			POC Name: Xavone Charles			
			Email: xcharles@buildmonuments.com			
Telephone No: 702-530-2303			Fax No: 702-947-2602			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

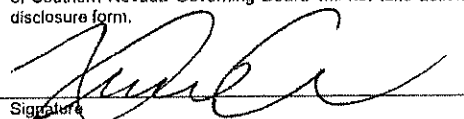
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Jon Wayne Nielsen	President	100

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature

Xavone Charles
 Print Name

Estimator

12/16/2021

Title

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

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Signature

Print Name
Authorized Department Representative

EXHIBIT F - EXAMPLE
Infection Control Risk Assessment for Construction
(ICRA)

Site:
Date of evaluation:

Step One:

Using the following table, identify the type of construction activity:

TYPE A	Inspection and Non-Invasive Activities. Includes, but is not limited to: ▪ removal of ceiling tiles for visual inspection, limited to 1 tile per 50 square feet ▪ painting (but not sanding) ▪ wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
TYPE B	Small scale, short duration activities which create minimal dust Includes, but is not limited to: ▪ installation of telephone and computer cabling ▪ access to chase spaces ▪ cutting of walls or ceiling where dust migration can be controlled.
TYPE C	Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies Includes, but is not limited to: ▪ sanding of walls for painting or wall covering ▪ removal of floor coverings, ceiling tiles and casework ▪ new wall construction ▪ minor duct work or electrical work above ceilings ▪ major cabling activities ▪ any activity which cannot be completed within a single work shift.
TYPE D	Major demolition and construction projects Includes, but is not limited to: ▪ activities which require consecutive work shifts ▪ requires heavy demolition or removal of a complete cabling system ▪ new construction.

Step Two:

Using the following table, identify the patient risk groups that will be affected. If more than one risk group will be affected, select the higher risk group:

Low Risk	Medium Risk	High Risk	Highest Risk
- Office areas - Unoccupied Space	- Cardiology - Echocardiography - Endoscopy - Nuclear Medicine - Physical Therapy - Radiology/MRI - Respiratory Therapy	- CCU - Emergency Room - Labor & Delivery - Laboratories (specimen) - Newborn Nursery - Outpatient Surgery - Pediatrics - Pharmacy - Post Anesthesia Care Unit - Surgical Units - Maternity	- Any area caring for immunocompromised patients - Cardiac Cath Lab - Central Sterile Supply - Intensive Care Units - Medical Unit - Negative pressure isolation rooms - Oncology - Operating rooms, including C-section rooms

Step Three:

Match the patient risk group (low, medium, high, highest) with the planned project type (A, B, C, D) on the following matrix, to find the level of infection control activities which are required. The color-coded precautions are delineated on the next page.

i. Construction Activity/Infection Control Matrix
Construction Project Type

Patient Risk Level	TYPE A	TYPE B	TYPE C	TYPE D
Low Risk Group	I	II	II	III/IV
Medium Risk Group	I	II	III	IV
High Risk Group	I	II	III/IV	IV
Highest Risk Group	II	III/IV	III/IV	IV

Note: Infection Control approval will be required when the Construction Activity and Risk Level indicate that Class IV Type C control procedures are necessary.

Infection Control Precautions

During Construction Project

Upon Completion of Project

CLASS I	Execute work by methods to minimize raising dust from construction operations. Immediately replace a ceiling tile displaced for visual inspection	
CLASS II	1. Provide active means to prevent airborne dust from dispersing into atmosphere. 2. Water-mist work surfaces to control dust while cutting. 3. Seal unused doors with duct tape. 4. Block off and seal air vents. 5. Place dust mat at entrance and exit of work area. 6. Remove or isolate HVAC system in areas where work is being performed.	1. Wipe work surfaces with disinfectant. 2. Contain construction waste before transport in tightly covered containers. 3. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 4. Remove isolation of HVAC system in areas where work is being performed.
CLASS III	1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site, utilizing HEPA equipped air filtration units. 4. Contain construction waste before transport in tightly covered containers. 5. Cover transport receptacles or carts. Tape covering unless solid lid.	1. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Dept. 2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 3. Vacuum work area with HEPA filtered vacuums. 4. Wet mop area with disinfectant. 5. Remove isolation of HVAC system in areas where work is being performed.
CLASS IV	1. Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal area from non-work area, or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site, utilizing HEPA equipped air filtration units. 4. Seal holes, pipes, conduits, and punctures appropriately. 5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site, or they can wear cloth or paper coveralls that are removed each time they leave the work site. 6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area. 7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department.	1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction. 2. Contain construction waste before transport in tightly covered containers. 3. Cover transport receptacles or carts. Tape covering unless solid lid 4. Vacuum work area with HEPA filtered vacuums. 5. Wet mop area with disinfectant. 6. Remove isolation of HVAC system in areas where work is being performed.

Step Four: Identify the areas surrounding the project area, assessing potential impact.

Unit Below	Unit Above	North	South	East	West
Risk Group	Risk Group	Risk Group	Risk Group	Risk Group	Risk Group

Step Five: Identify specific site of activity, e.g. Patient room, medication room, etc.

Step Six: Identify issues related to ventilation, plumbing, electrical – in terms of the possible/probable occurrences of outages:

Step Seven: Identify containment measures, using prior assessment.

What types of barriers? (e.g. solid wall barriers) Will HEPA filtration be required?

(Note: Renovation/construction area shall be isolated from the occupied areas during construction and shall be negative with respect to surrounding areas.)

Step Eight: Consider potential risk of water damage. Is there a risk due to compromising structural integrity? (e.g. wall, ceiling, roof)

Step Nine: Work hours: Can or will the work be done during non-patient care hours?

Step Ten: Do plans allow for adequate number of isolation/negative airflow rooms?

Step Eleven: Do the plans allow for the required number & type of hand washing sinks?

Step Twelve: Does the infection control staff agree with the minimum number of sinks for this project?

Step Thirteen: Does the infection control staff agree with the plans relative to clean and soiled utility rooms?

Step Fourteen: Plan to discuss the following containment issues with the project team. (examples: traffic flow, housekeeping, debris removal (how & when))

Note: Identify and communicate the responsibility for project monitoring that includes infection control concerns and risks. The ICRA may be modified throughout the project. Revision must be communicated to the Project Manager.

Exhibit G
Progress Billing

PO: _____
Application: _____
Date: _____

OWNER:	University Medical Center	Project Name
Attn:		Location
	1800 W. Charleston Blvd	
	Las Vegas, NV 89102	

Application For Payment On Contract

Original PO Contract Amount.....	
Net Change by Change Order.....	
Contract Sum.....	
Total Complete to Date.....	
Total Retained.....	
Total Earned Less Retained.....	
Less Previous Billings.....	
Current Payment Due	
Balance on Contract.....	

Make Checks Payable to: _____
Address: _____

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: _____ Date: _____

PO: _____
Application: _____
Date: _____

Schedule of Work Completed

Description of Work	Contract	Changes	Current Comp.	Previous	Total Comp.	%	Balance	Retained
These line items will come from our bid document...It will be job specific.								
Totals:								

CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

Project Number:

Project Name:

Prime Contractor:

Prepared by:

Email Address:

Date:

PWP Number: CL-

Subcontractor:

Contact Number:

	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						

EXHIBIT I

Sample Form

WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

Project Number: _____

Date: _____

Project Name: _____

PWP Number: CL-2021-06

Prime Contractor: _____

Subcontractor: _____

Prepared by: _____

Contact Number: _____

Email Address: _____

	Worker Name	Workers Occupation	Has a Driver's License or Identification Card	State Issued	Wages	Per Diem	Benefits
1			☐ YES or ☐ NO				
2			☐ YES or ☐ NO				
3			☐ YES or ☐ NO				
4			☐ YES or ☐ NO				
5			☐ YES or ☐ NO				
6			☐ YES or ☐ NO				
7			☐ YES or ☐ NO				
8			☐ YES or ☐ NO				
9			☐ YES or ☐ NO				
10			☐ YES or ☐ NO				
11			☐ YES or ☐ NO				
12			☐ YES or ☐ NO				
13			☐ YES or ☐ NO				
14			☐ YES or ☐ NO				
15			☐ YES or ☐ NO				
16			☐ YES or ☐ NO				
17			☐ YES or ☐ NO				
18			☐ YES or ☐ NO				
19			☐ YES or ☐ NO				
20			☐ YES or ☐ NO				

EXHIBIT I
Sample Form

DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS
WORKERS EMPLOYED REPORT (B) (PER N.R.S. 338.070)

Project Number: _____ Date: _____
Project Name: _____ PWP Number: CL- _____
Prime Contractor: _____ Subcontractor: _____
Prepared by: _____ Contact Number: _____
Email Address: _____

	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

EXHIBIT J

Sample Form

NON-APPORTIONED VEHICLE REPORT CONFIDENTIAL

Project Number: _____ Date: _____

Project Name: _____ PWP Number: CL- _____

Prime Contractor: _____ Subcontractor: _____

Prepared by: _____ Contact Number: _____

Email Address: _____

	OWNER Name	Vehicle Description	License No. and State
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

MATERIALS PURCHASED REPORT

Project Number:

Project Name:

Prime Contractor:

Prepared by:

Email Address:

Date:

PWP Number: CL-

Subcontractor:

Contact Number:

	Material Supplier Name	Address	Materials Purchased
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			



2021-06 Addendum 4 Monument Construction Supplier Response

Event Information

Number: 2021-06 Addendum 4
Title: Enterprise Quick Care Phase Two Renovation Project
Type: Invitation for Bid
Issue Date: 10/28/2021
Deadline: 12/16/2021 02:00 PM (PT)
Notes: A MANDATORY Pre-Bid Conference and Site Walk will be held on **Thursday, November 04, 2021 at 10:00 a.m.** at the UMC Occupational Medicine Clinic and Quick Care at 1700 Wheeler Peak Dr., Las Vegas, NV 89107.
Bids will be accepted electronically on the NGEM website at www.ngemnv.com or manually at the University Medical Center of Southern Nevada, Delta Point, 901 Rancho Lane, Ste. 265, Las Vegas, Nevada 89106, on or before Thursday, December 16, 2021 at 2:00:00 p.m., based on the time clock at UMC's Ambulatory front desk, Suite 265, and will be opened immediately thereafter. Bidders and other interested parties are invited to attend the Bid opening via WebEx.

Web-Ex Access Information

[https://umcsn.webex.com/umcsn/j.php?](https://umcsn.webex.com/umcsn/j.php?MTID=m834de6041977d89d8062a5e9dfbf0f66)
MTID=m834de6041977d89d8062a5e9dfbf0f66
Meeting number (access code): 246 296 94424
Meeting password: g9GkFQXnm87

Tap to join from a mobile device (attendees only)
+1-415-655-0003, 24629694424## US Toll
1-844-740-1264, 24629694424## USA Toll Free

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Join by phone
+1-415-655-0003 US Toll
1-844-740-1264 USA Toll Free
Global call-in numbers | Toll-free calling restrictions

Join from a video system or application
Dial 24629694424@umcsn.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Contact Information

Contact: Frances Heiy Contract Specialist
Address: 1800 W. Charleston Blvd.
Las Vegas, NV 89102
Phone: (702) 207-8846
Email: Frances.Heiy@umcsn.com

Monument Construction Information

Address: 7787 Eastgate Road, Unit 110
Henderson, NV 89011
Phone: (702) 530-2303
Fax: (702) 947-2602
Web Address: www.buildmonuments.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Xavone Charles
Signature

xcharles@buildmonuments.com
Email

Submitted at 12/16/2021 3:55:17 PM

Requested Attachments

Authority to Submit Bid

Authority to Submit Bid.pdf

Complete and Submit Signed Document Required with Submission

Bid Form

Bid Form.pdf

Required with Submission

Bid Attachment 1 - Bid Bond

Bid Bond.pdf

Required with Submission

Bid Attachment 2 - 1% and above Form

1% Subcontractor List.pdf

1% form - Three Lowest Apparent Bidders - required within Two (2) Hours of Bid Closing

Bid Attachment 3 - 5% Subcontractor Form

5% Subcontractor List.pdf

Required with Submission

Bid Attachment 4 - Affidavit Pertaining to Preference Eligibility

Affidavit Pertaining to Preference Eligibility.pdf

Affidavit Pertaining to Preference Eligibility - Three Lowest Apparent Bidders - required within Two (2) Hours of Bid Closing

Bid Attachment 5 - Apprentice Project Workforce Checklist - Prime

Apprentice Project Workforce Checklist - Prime.pdf

Required with Submission

Bid Attachment 6 - Apprentice Project Workforce Checklist - Subcontractor

No response

By 5:00 pm the next business day after bid-opening, the three (3) lowest BIDDERS must provide a completed Project Workforce Checklist for all named (used) subcontractors).

Bid Attachment 7 - Request for Waiver

Request for Waiver.pdf

Within 10 days of bid-opening, the apparent low bidder must submit a Request for Waiver form, provided by the Department, for the PRIME/BIDDER and all named (used) subcontractors. All supporting documentation for waiver(s), must be submitted with the Request for Waiver form. The Request for Waiver form and supporting documentation may be sent to the Department's Contract Compliance Office. If waivers are not needed, please indicate such on the Request for Waiver form, and submit as directed above

Bid Attachment 8 - Schedule of Values

Bid Attachment 8 - Schedule of Values (2021-06).pdf

By 5:00 P.M the next working day after the bid opening, the three (3) lowest BIDDERS for the Total Base Bid amount must submit a Schedule of Values on the attached form.

Contractor Acknowledgement of Policies etc - Exhibit E

Exhibit E.pdf

The low bidder must submit by 5:00 PM of the next business day

Representations and Certifications

Representations and Certifications.pdf

Low bidder must submit by 5:00 PM of the next business day.

Disclosure of Ownership

Disclosure of Ownership.pdf

The three apparent low bidders(s) for the base bid at the bid opening, must submit the Disclosure of Ownership/Principals form within 24-hours of request

W-9

Form W-9- November 2019 (1).pdf

Apparent Low Bidder must provide a current W-9

Response Attachments

Certificate of Eligibility A & B Licenses.pdf

Certificate of Eligibility A & B Licenses

Bid Attributes

1	Contractor Acknowledgement of UMC Procedures & Practices Confirm that you have reviewed and understand the Contractor Acknowledgement of UMC Procedures & Practices attachment (Exhibit E) and if after bid opening, are one of the three lowest bidders, will submit a signed version by 5 PM of the following business day. ☒ check (check)
2	General Conditions - Terms and Conditions specific to Successful Bidder's responsibilities Successful Bidder warrants having read and agreeing to comply with any additional requirements outlined in the General Conditions section ☒ check (check)
3	Instructions to Bidders Terms and Conditions, Bidders and Owners Responsibilities Terms and Conditions of the Bid, including Bidders and Owners Responsibilities. Confirm that you have reviewed, understand, and agree to comply with all terms and conditions contained in the Instructions to Bidders. ☒ check (check)
4	Invitation to Bid Confirm that you have reviewed and understand the Invitation to Bid directions ☒ check (check)
5	Representations and Certifications Confirm that you have reviewed and understand the Representations and Certifications attachment and if after bid opening, are one of the three lowest bidders, will submit a signed version by 5 PM of the following business day. ☒ check (check)
6	Scope of Work Specifications, drawing, required materials and/or any other required information to successfully Bid the Project. Bidder warrants to have fully reviewed the Scope of Work, is familiar with the Owner's expectations, and is able to secure the materials and labor to complete the project on a timely basis. ☒ check (check)

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7 Special Conditions

Information regarding Owner's expectations of Successful Bidder during work on Project.
Successful Bidder warrants having read and agreeing to comply with any additional requirements outlined in the Special Conditions section

☒ check (check)

Bid Lines**1 GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES**

Quantity: 1 UOM: EA Unit Price: \$198,806.73 Total: \$198,806.73

2 PERMITS AND FEES

Quantity: 1 UOM: EA Unit Price: \$1,000.00 Total: \$1,000.00
(Estimated Unit Price: \$1000)

3 METALS

Quantity: 1 UOM: EA Unit Price: \$0.01 Total: \$0.01

4 WOOD, PLASTICS, AND COMPOSITES

Quantity: 1 UOM: EA Unit Price: \$0.01 Total: \$0.01

5 DOORS

Quantity: 1 UOM: EA Unit Price: \$3,750.00 Total: \$3,750.00

6 FINISHES

Quantity: 1 UOM: EA Unit Price: \$206,886.73 Total: \$206,886.73

7 SPECIALTIES

Quantity: 1 UOM: EA Unit Price: \$0.01 Total: \$0.01

8 MILLWORK

Quantity: 1 UOM: EA Unit Price: \$85,781.00 Total: \$85,781.00

9 PLUMBING

Quantity: 1 UOM: EA Unit Price: \$36,400.00 Total: \$36,400.00

10 ELECTRICAL

Quantity: 1 UOM: EA Unit Price: \$33,000.00 Total: \$33,000.00

11 CONSTRUCTION CONTINGENCY

Quantity: 1 UOM: EA Unit Price: \$100,000.00 Total: \$100,000.00
(Estimated Unit Price: \$100000)

12 ICRA COMPLIANCE MEASURES

Quantity: 1 UOM: EA Unit Price: \$1,500.00 Total: \$1,500.00

Response Total: \$667,124.49

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Monument Construction

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

7787Eastgate Rd #110

6 City, state, and ZIP code

Henderson, NV 89011

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

9	0	-	0	6	0	2	1	2	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

DecuSigned by:

760N 龍

D1D655E0218447E...

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



NOTIFICATION OF INTENT TO AWARD

Dec 30, 2021

It is the intent of University Medical Center of Southern Nevada ("UMC") to authorize the award of Bid No. 2021-06, Enterprise Quick Care Phase Two Renovation Project (PWP NO. CL-2022-97), to Monument Construction.

BID SUMMARY

<u>Bids Received</u>	<u>Total Base Bid Amount</u>
Monument Construction	\$667,124.49
SHF International LLC	\$728,192.00
Cobblestone Construction	\$958,223.00
JMB Construction, Inc.	\$1,063,021.00

All four bidders submitted the "Affidavit Pertaining to Preference Eligibility" and "Certificate of Eligibility" to receive Bidders Preference in accordance with Nevada Revised Statutes 338.0117. Therefore, the Bidders Preference calculation has not been applied to any of the Bids.

In accordance with the Bid Package, Instructions to Bidders Section 14, all Bidders have up to five (5) business days from the date of this Notification to submit a formal written protest. Such protest must be accompanied by a bid protest bond in the amount of the lesser of 25 percent of the total value of the Base Bid submitted by the Bidder filing the protest, or \$250,000. Formal protests should be delivered to Frances Heiy, UMC's Designated Contact.

If you have questions about this notification, please contact Frances Heiy, Contracts Specialist, at 702-207-8846.

ISSUED BY:

Frances Heiy
Contracts Specialist

Cc: Monty Bowen, UMC Plant Operations
Tamera Hone, UMC Plant Operations
Candice Harris, UMC Project Management
Labor Commissioner

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January 3, 2022

Monument Construction
Attn: Jon Wayne Nielsen
7787 Eastgate Rd #110
Henderson, NV 890112

RE: Notification of Required Documents

BID NUMBER: 2021-06, Enterprise Quick Care Phase Two Renovation Project

PWP NO. CL-2022-976

Dear Mr. Nielsen:

The Agreement between University Medical Center of Southern Nevada ("UMC") and Monument Construction for the above-referenced Bid is in UMC's final approvals processes. The contract cannot be fully executed until UMC receives the required bonds and insurance.

As required in the "Bonds and Insurance Requirements and Forms" section of the Bid Document, please provide the following to UMC within ten (10) business days from receipt of this notice:

1. Certificate of Insurance (in strict accordance with the instructions in the Bid Document):
 - a. Commercial General Liability Insurance in the amount of \$1,000,000
 - b. Automobile Liability Insurance in the amount of \$1,000,000.
3. A Performance Bond, Labor and Material Payment Bond, and a Guaranty Bond in the amount of 100 percent of the contract price.
4. A Certificate of Workers Compensation Insurance issued by an insurer qualified to underwrite workers compensation insurance in the state of Nevada.

Please return the above requested bonds and insurance information to my attention within ten (10) business days after receipt of this letter. You will be issued a Letter of Award and a copy of the contract documents when the insurance and bonds are returned in a format that is acceptable to University Medical Center of Southern Nevada, and after UMC fully approves this agreement.

Please let me know if you have any questions.

Sincerely,

Frances Heiy
Contracts Specialist
702-207-8846

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January 26, 2022

Monument Construction
Attn: Jon Wayne Nielsen
7787 Eastgate Rd #110
Henderson, NV 89012

RE: NOTICE OF AWARD

**UMC BID NUMBER 2021-06, Enterprise Quick Care Phase Two Renovation Project
(PWP NO. CL-2022-97)**

Dear Mr. Nielsen:

Thank you for submitting all of the required documentation for the subject Bid. All documentation appears to be in order, and this project is hereby awarded to Monument Construction in the amount of \$667,124.49.

This award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractors. No substitution of listed subcontractor(s) is permitted unless submitted to University Medical Center of Southern Nevada ("UMC") in writing in accordance with the contract documents. A copy of the contract document is enclosed for your records.

UMC's Plant Operations department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all the resources and support needed to complete this project, while also ensuring project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with University Medical Center of Southern Nevada.

Sincerely,

Mason Van Houweling
Chief Executive Officer

Enclosures: Contract Documents (Bid Document, Contractor's Bid Form, all Addenda, Contractor's Bonds and Insurance)

Cc: Monty Bowen, Plant Operations
Tamera Hone, Plant Operations
Candice Harris, Project Management
Labor Commissioner

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the University Medical Center of Southern Nevada Governing Board ("GB") in determining whether members of the GB should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a University Medical Center of Southern Nevada employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a University Medical Center of Southern Nevada employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 14						
Corporate/Business Entity Name:		Monument Construction				
(Include d.b.a., if applicable)		Monument				
Street Address:		7787 Eastgate Road #110		Website: buildmonuments.com		
City, State and Zip Code:		Henderson, Nevada 89011		POC Name: Xavone Charles		
				Email: xcharles@buildmonuments.com		
Telephone No:		702-530-2303		Fax No: 702-947-2602		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Jon Wayne Nielsen	President	100

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

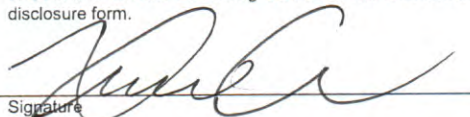
1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.


 Signature
 Estimator
 Title

Xavone Charles
 Print Name

12/16/2021
 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue:	Amendment 1 to Purchaser Specific Agreement and Outlook Services Work Scope Agreement with Airgas, USA, LLC	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment 1 to the Purchaser Specific Agreement with Airgas USA, LLC for Medical Cylinder Gases and Inventory Control Management; authorize the Chief Executive Officer to exercise any renewal options; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000718100
Description: Cylinder Medical Gases
Bid/RFP/CBE: NRS 450.525 & 450.530 GPO
Term: Through April 30, 2023
Amount: Additional \$542,000.00
Out Clause: 90 days' w/o cause in renewal period

Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

On May 1, 2017, Airgas USA, LLC contracted with UMC to provide medical gas cylinders to the Main Hospital and support all ancillaries on an even exchange basis only. Airgas also provides an onsite resource to manage the inventory and distribution of the cylinders. The term of the Agreement currently expires April 30, 2022 and may be renewed for incremental one (1) year periods. The original Agreement was approved with a not to exceed funding value of \$1,152,600.

This Amendment 1 extends the agreement term for an additional year, through April 30, 2023, and provides for additional funding due to an increase in use from COVID admissions. The final value of the Agreement will total \$1,694,600.

Staff also requests authorization for the Hospital CEO to exercise future renewal options at his discretion and within his delegation of authority if deemed beneficial to UMC.

Director of Respiratory has reviewed the Amendment and recommends approval by the Governing Board.

Cleared for Agenda
January 19, 2022

Agenda Item #

7

This Amendment has been approved as to form by UMC's Office of General Counsel.

Airgas USA, LLC currently holds a Clark County business license.

**Amendment One to Purchaser Specific Agreement
SP# 1710658**

This Amendment One ("Amendment") is effective as of the date of last signature set forth below ("Effective Date"), by and between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, ("Purchaser") and Airgas, USA, LLC. ("Seller").

WITNESSETH:

WHEREAS, the parties entered into a Purchaser Specific Agreement, which was entered into in connection with that certain Purchasing Agreement ("Agreement") between HealthTrust Purchasing Group, L. P. ("HPG") and Airgas ("Purchasing Agreement") for medical gases in gaseous and/or liquid form ("Products") dated April 19, 2017 with an Effective Date of May 1, 2017, and

WHEREAS, the parties desire to amend the Agreement with this Amendment in the manner described herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2. "Term Extension": The current contract term expiration date is April 30, 2022. The parties agree to extend the current agreement for an additional one (1) year term with a new expiration date of April 30 2023
2. Section 11. Price Changes of the Agreement is hereby deleted in its entirety and replaced with the following:

PRICE CHANGES: Any price adjustment shall at least equal two percent (2%) in excess of the then current pricing, but in no event greater than the lessor of (i) the net change in the multiple indices as measured for the then immediately preceding annual period, or (ii) five percent (5%) cap. Any price adjustment under the Purchasing Agreement shall not apply to this Agreement until the then next succeeding anniversary date of this Agreement and will be mutually agreed to in writing. **For Purchaser's internal records, the Not To Exceed value of this Agreement is \$1,694,600.00.**

3. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Amendment may be attached to any other partially.
4. Executed counterpart of this Amendment without impairing the legal effect of the signature(s) on such signature page. A facsimile transmission of an original signature or PDF electronic signature may constitute a counterpart and the signature of any party delivered by facsimile transmission or PDF electronic signature shall be deemed an original signature for all purposes.
5. Except as expressly amended in this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

AIRGAS, USA, LLC.

By: _____
Mason Van Houweling
Chief Executive Officer

By: _____
Name
Title

Date: _____

Date: _____



January 7th, 2021

Fran Heiy
Contract Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Bulk Oxygen & Medical Gas Cylinders.

Dear Ms. Heiy:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Bulk Oxygen & Medical Gas Cylinders. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website (<http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/>). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.



The above-described process was followed with respect to the Bulk Oxygen & Medical Gas Cylinders category. HealthTrust issued RFPs and received proposals from identified suppliers in the Bulk Oxygen & Medical Gas Cylinders category. A contract was executed with Airgas, Linde Gas & Esprigas in June of 2019. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: <i>**Airgas does not break down our staff this way. Approximately 18,823 associates work in more than 1,100+ locations, including branches, retail stores, gas fill plants, specialty gas labs, production facilities and distribution centers across all of Airgas. Airgas USA, LLC employee totals are approximately 15,000.</i>						
Corporate/Business Entity Name: Airgas USA, LLC						
(Include d.b.a., if applicable)						
Street Address:		Corp HQ: 259 N Radnor Chester Rd, Suite 100		Website: www.Airgas.com		
City, State and Zip Code:		Radnor, PA 19087		POC Name:		
Telephone No:		601-687-5253		Email:		
Nevada Local Street Address: (If different from above)		Location Providing Services: 3560 Losee Rd		Website: www.Airgas.com		
City, State and Zip Code:		North Las Vegas, NV 89030		Local Fax No:		
Local Telephone No:		702-649-2020		Local POC Name: Herb Jones / Jon Holmwood		
				Email: Herb.Jones@Airgas.com / Jon.Holmwood@Airgas.com		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Airgas, Inc.	(Parent Company)	100%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Dave Domach
 Signature
 VP, Business Management
 Title

Dave Domach

Print Name

Date 1/11/22

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue:	Water Safety Scope of Work Agreement with Nalco Company, LLC	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Water Safety Scope of Work Agreement with Nalco Company, LLC for water safety services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000848000	Funded Pgm/Grant: N/A
Description: Water Safety Program	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 12/15/2021 to 12/14/2024	
Amount: NTE \$289,474.24 for three (3) years	
Out Clause: 90 days w/o cause / Budget Act and Fiscal Fund Out	

BACKGROUND:

Nalco Company, LLC has provided water safety services to UMC since 2018.

This request is for approval of the current proposal for a water safety program for UMC. The agreement term is for three (3) years. Nalco provides secondary domestic disinfection services and legionella water testing to UMC to insure the facility maintains a safe and sanitary domestic water system. The service also includes an tri-annual water risk analysis and chlorine permitting process. Nalco's services were previously separated into several different agreements, which are now combined into one service contract.

UMC will compensate Nalco \$111,058.08 in year one (1) and \$85,458.08 for years two (2) and three (3). Both parties have agreed to negotiate possible price increases in years 2 & 3. Negotiated increases are not to exceed \$2,500 annually. Either party may terminate this Agreement with a 90-day written notice to the other.

UMC's Director of Plant Operations has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Nalco Company, LLC currently holds a Clark County business license.

Cleared for Agenda
January 19, 2022

Agenda Item #

8

September 16th, 2021

Monty Bowen
Director of Facilities
University Medical Center
1800 West Charleston Boulevard
Las Vegas, NV 89102

Re: **Nalco Water Safety Services**

Dear Monty,

Further to our meetings please find below the program proposals from Nalco Water in regard to safe building water at your facility.

Summary of Annual Fees:

Nalco Water Safety Program	Annual Contract Price
Supplemental Disinfection CP Hot & Trauma Cold	\$45,970.08 *
NDEP Baseline Compliance Sampling	\$3,600.00
Legionella Sampling	\$19,364.00

One Off Fees (billed separately)

Permit Submittals and PE drawings	\$14,600.00
3-Year Water Management Plan Survey/Plan Update	\$11,000.00

Pricing does not include applicable taxes

* Annual price increases on supplemental disinfection systems

Please call with any questions.

Sincerely,

James Hoppe

WATER SAFETY SPECIALIST
CERTIFIED WATER TREATMENT OPERATOR
CERTIFIED WATER DISTRIBUTION OPERATOR
ARIZONA - LAS VEGAS, NV – NEW MEXICO
M 480-708-5654 E james.hoppe@ecolab.com

Water Safety Services
Scope of Work Agreement (the "Agreement")

Customer: University Medical Center
1800 West Charleston Boulevard
Las Vegas, NV 89102

Legal name and address

Effective Date: December 15, 2021

Nalco Company, LLC ("Nalco") agrees to provide **University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes,** ("Customer") with Water Safety Services (the "**Services**") described in each respective Rider attached herein as part of this Agreement. The Customer agrees to purchase Water Safety Services pursuant to this Agreement for an aggregate Service Fee (the "**Service Fee**") within a Nalco billing arrangement subject to adjustment as agreed in each respective Rider. Any form of payment for Services herein is considered binding and acceptance of all Terms and Conditions of this Agreement.

This Agreement does not cover services following an actual or alleged Incident in connection with the Customer's water systems. However, such incident response services may be provided following the execution of a separate incident response agreement.

Riders included in this Agreement:

- Rider 1. Nalco Water Chlorine Supplemental Disinfection Service
- Rider 2. Public Water System Permitting and Support Services
- Rider 3. Baseline Compliance PWS Sampling
- Rider 4. Legionella Sampling Program
- Rider 5. Legionella Water Management Program Services
- Rider 6. General Terms and Conditions & Supplemental Terms and Conditions

X Check box if tax exempt

A tax exemption certificate must be attached to this Agreement to receive tax exempt status, otherwise applicable state and local taxes will be added to each invoice.

* See the Definitions Section for definitions.

University Medical Center of Southern Nevada

Nalco Company, LLC

By: _____
Signature / Date

By: _____
Signature / Date

Mason Van Houweling

Print Name

Print Name

Title: CEO

Title: _____

Rider 1. Supplemental Disinfection – Chlorine (Domestic Hot and Cold Water)

Nalco recommends the use of liquid chlorine to economically “re-engineer” the lost oxidant residual supplied in the incoming city water in Domestic Hot Water systems. Continuous feed, monitoring, control and communication of residual allows for trouble-free consistent operation.

▪ Public Water System Permitting and Support

Operating a Supplemental disinfection system in Nevada requires that the operator obtain a permit to operate a Public Water System and comply with its requirements. Nalco has years of experience working with the state and local regulatory agencies to accomplish this process. Several submittals must accompany the Permit Application, and once the permit is obtained, remaining in compliance with the water testing regimen requires a knowledgeable team and diligent oversight.

Program Proposal

Systems	Annual Service Fee
Central Plant DHW Trauma DCW	\$45,970.08

Supplemental Disinfection Using Chlorine

1. OVERVIEW

1.1 Introduction

Published guidelines (e.g., The Joint Commission, CDC, OSHA, ASHRAE) and experts agree that precautions must be taken to prevent or control exposure to waterborne bacteria. These precautions include water treatment techniques and eliminating vectors of transmission, among others. Essentially, if risk cannot be eliminated, emphasis must be placed on implementing control measures to control the potential hazards and on monitoring the control measures to confirm control of the hazard. Supplemental disinfection when managed within the context of a water management program can form the foundation of an effective strategy to reduce risk of waterborne pathogens in building water systems and sustain potable water quality.

The objective of Supplemental disinfection is to maintain a residual disinfectant throughout the water distribution system. Success requires diligent monitoring and control of the applied disinfectant and managing stagnant conditions or dead-legs throughout the water distribution system. Water turnover is essential to maintain an effective disinfectant throughout the building water distribution system.

While there are many choices for Supplemental disinfection, decades of use continue to prove chlorine (Cl) to be safe and effective. Nalco Environmental Hygiene Services specializes in the continuous disinfection of domestic water services with Chlorine as part of a managed response to the health-related risks associated with waterborne pathogens. When using chlorine, the facility is essentially “re-engineering” the chlorine residual that entered with the City Water (Primary Disinfectant), but that has been degraded during heating/heat transfer. Periodic culturing for bacteria is also essential to confirm and document the program is effective.

1.2 Chlorine Supplemental Disinfection

The application is intended to cover the domestic water systems utilizing the injection of NSF potable approved chlorine (Sodium Hypochlorite) from NSF approved chemical injection pumps. This configuration we recommend as the most effective application for the facility. We are using dosing controlled from a chemical set point controller which also delivers continuous chemical monitoring to ensure validation of chlorine residuals. These controls plus the integral safety controls within the equipment and installation design will provide a safe and effective application.

The installation proposal will cover a complete turnkey service from Nalco to install the equipment and commission the injection, monitoring and control equipment. Site requirements are covered in detail including all plumbing and

electrical requirements plus life safety. Outputs from the control and monitoring equipment can be tied to BMS through Nalco 360 wireless management service. Additionally, we will be supplying corrosion monitoring coupons for one (1) system to monitor the effects of the chlorine on your system integrity.

1.3 Monitoring and Control

The Nalco Chlorine system also has patented controller technology with a chlorine residual sensor incorporated into the system for web-based data logging, monitoring, alarming, and 24/7 reporting.

Continuous data logging allows Nalco Services the best feedback for optimizing the Supplemental disinfection process. 24/7 monitoring and reporting offers the end user unparalleled documentation and confidence that their waterborne pathogen risk management program is functioning as intended – this system is Nalco 360.

Nalco 360: Benefits

- Have remote visibility of CI levels
- Have a Nalco expert monitoring the CI system 24/7
- Receive a notification when CI high or low alarms happen,
- Receive automated weekly and monthly reports
- CI trends
- 24/7 logging of system performance
- CI (from controller)
- 24/7 System visibility to customer and Nalco

Nalco 360: Immediate Reaction to Pre-Determined Alarm Conditions

- Customized contact list for who is contacted and how and why
- Automatic weekly and monthly reports

1.4 Chlorine Application Features:

- NSF-approved equipment and chemistry with hands-free, drum-less delivery
- Automated dosage control and monitoring
- Integral safe design controls
- Wireless remote management and oversight
- Continuous residual data logging
- Corrosion monitoring

2. STATEMENT OF WORK

2.1 Description of Application

Liquid Chlorine (sodium hypochlorite, 12.5%) will be used as the Supplemental disinfectant in the Domestic Hot Water systems (DHW). This solution is injected into the potable water systems via a monitoring, dosing and control system. The chlorine and the monitoring, dosing and control package compose the Supplemental disinfection system (the "System").

2.1.1 Domestic Hot Water Systems

Liquid Chlorine (Nalco 7360) will be delivered and stored in a Nalco PORTA-FEED tank (PF). The PF is equipped with an ultra-sonic Tank Level Monitor (TLM) that detects and communicates tank liquid inventory wirelessly to the internet. A chemical metering pump is used to inject the Chlorine into the DHW system at a location that provides ample mixing. The chemical injection pump is controlled by an online chlorine analyzer that maintains the desired chlorine residual, typically 1.0 to 1.5 mg/L, not to exceed 4.0 mg/L.

Control Locations: (1) DHW (1) DCW systems.

- » Systems:
Central Plant DHW

Trauma DCW

2.2 General Specification

2.2.1 *Nalco Chlorine Supplemental Disinfection System*

Furnish a fully-automatic system (system) for the safe dosage-based delivery of Chlorine into hot domestic water services. The Chlorine and feed pumps shall be certified to the NSF-60/61 standards.

As part of the system, a Measurement and Control (MAC) system shall be provided consisting of a Chlorine sensor and matched controller for continuous monitoring and control of Chlorine concentration in water. Monitoring data shall be available via internet access and trend data graph shall be reported via email weekly (or as desired).

Included is the supply of potable grade, 12.5% solution of sodium hypochlorite conforming to NSF Standard 60 certification for use in drinking water in adherence to state code requirement and conforming to US-EPA FIFRA registration.

Chlorine shall be supplied via hands-free, drum-less chemical delivery and storage system, Nalco's PORTA-FEED Service.

2.2.2 *Submittal*

Provide for (1) a diagram of the process flow, (2) Manuals, drawings and/or Technical Data Sheets for each major piece of equipment with dimensions and specifications for utility requirements, (3) a Preventative Maintenance (PM) schedule, and (4) an installation scope document defining installation responsibility for on-site contractors in preparation for supplier commissioning, start up and training.

2.2.3 *Warranty*

All equipment and components will carry the original equipment manufacturers warranties.

2.2.4 *Documentation*

A complete set of operation and maintenance instructions shall be provided in print and digital format.

2.3 Equipment Specification

2.3.1 *Chlorine Dosing Package (Dosing Package)*

The Chlorine Dosing Package shall be designed for use with Nalco's PORTA-FEED tank and shall be capable of delivering chlorine into a pressurized water system up to 250 psi at a maximum rate necessary to achieve 1.0 -2.0 mg/L of Cl in the water at the point-of-injection.

All dosing pumps shall be able to receive an external signal from a flow meter or Monitoring and Control System (MAC) supplied with the System. The signal shall be an analog, variable 4-20 mA scalable to the measured chlorine residual in the treated water to ensure proper dosing. The Dosing Package shall contain all necessary components and materials of construction for safely storing and metering 12.5% sodium hypochlorite solution.

The Dosing Package shall include (1) a polyethylene-lined stainless steel (or CPVC) tank, (2) an ultrasonic level monitoring system with low level controls and alarms, (3) a spill containment basin, and (4) metering pumps, sized for the water volume and flow to be treated. All wetted parts shall be compatible with 12.5% sodium hypochlorite.

The Dosing Package shall require a 115 VAC/20A/10kA surge protect 60Hz power source.

2.3.2 *Monitoring and Control (MAC) System*

The MAC system shall be a 0.01 mg/L to 5.0 mg/L chlorine pre-assembled unit comprised of a sensor with flow cell, flow switch and a controller mounted on a ready to install panel. The sensor will consist of a reference electrode designed for the direct measurement of the Chlorine in solution. Miscellaneous piping and fittings are also installed on the panel to ensure proper water flow through the flow cell and flow switch as well as providing a sample port for sensor calibration.

The MAC system shall be capable of web-based data logging, monitoring, alarming, and 24/7 monitoring of system conditions by a manned team of analysts.

2.3.3 End-User Requirements

The end-user is required to complete site preparation and Systems equipment placement before a Nalco Certified Installation & Commissioning Technician ("Nalco Technician") arrives for final assembly, commissioning, start-up, and training. End-user requirements are described below in "Required Customer Placement and Assembly." These requirements will be further reviewed and finalized between Nalco and Customer to determine all requirements and define who will have responsibility for completion before any work is started or equipment is ordered. Ancillary equipment or other requirements may be necessary when specified or if identified during installation.

2.3.4 Required Customer Placement and Assembly

The following outlines customer-required placement of the equipment and mounting of control assemblies. Nalco will provide guidance on placement. All requirements must be completed before a Nalco Technician arrives for final system set-up and commissioning.

2.3.5 System Commissioning

System commissioning shall include qualified manufacturers specialist to travel to and be on-site for making final system connections, system calibration, system testing, operator training, and start up (the "Commissioning"). All travel and living expenses shall be included in the cost of the complete System specified herein.

Nalco shall provide (1) project oversight, (2) make final equipment connections, (3) system commissioning, and (4) define and execute a preventative maintenance plan.

1. SYSTEM EQUIPMENT PACKAGE

The following equipment package is required for each complete System. The following apply:

1. Final equipment package may vary depending on final as-built conditions, water analysis, and annual water treated per year.
2. Nalco reserves the right to adjust the equipment package and fees to meet final application requirements.
3. Service does not include costs for required electrical service, water taps, or other installation requirements to be completed by Customer.
4. Equipment package includes labor for preparing SOW and final installation, commissioning, and startup.
5. Labor for site preparation is NOT included and is Customer responsibility.

Qty.	Description
2	Nalco PORTA-FEED tanks (Micro 35/110 gal.) – access req'd.
2	Dosing Packages
2	Continuous Chlorine monitoring control systems (MAC)
2	Nalco NEXT GEN 24/7/365 data access and alarms
2	Injection Kits for Chlorine: Fittings, compatible tubing, valves, and corporation stop injectors
1	EPA Approved Colorimeter for Chlorine testing

4. SYSTEM MAINTENANCE AND SERVICE

The application of disinfectant to any water system requires a rigorous maintenance and service protocol to ensure continuous operation and application of the disinfectant. This requires a service and maintenance plan to verify System operation within specified control ranges required for potable water applications and to document the Program. The following maintenance and service (the "**Service**") is required.

4.1 Preventative Maintenance

The Service during the contract period shall include minor parts for preventive maintenance and consumables required for continuous system operation. A certified Nalco Technician or a Nalco qualified service specialist shall provide (2) separate service visits per month to perform required Service. Travel and sustenance expenses shall be included.

Service visits shall be documented and service reports shall be provided in hard copy or in PDF format equivalent by e-mail communication. Program maintenance logs or equivalent program documentation shall also be reviewed and verified.

Any replacement parts required during the contract period which are outside of the normal preventative maintenance contract shall be provided by Nalco, except if the need for such equipment is determined to be outside of the normal wear and tear, parameters outside the operating specifications for the system, or customer caused failure. Nalco will quote the additional equipment and will be paid on a ship and bill basis. Warranties may apply at the discretion of Nalco.

4.2 Consumables

The following consumables are included during the contract period for each complete System*.

*** The following apply:**

1. *Monthly service does not include the cost of replacement parts for the System unless the part is covered under the manufacturer's warranty. Nalco reserves the right to adjust the monthly fee to account for changes in consumables (sodium hypochlorite). Service fees are based on average water use assumptions and peak flow at a maximum dosage of ~1.0 ppm (mg/L) Cl₂. Adjustments to the service fee may be required if the Customer provided water use assumptions exceed ±10%.*

Description

Nalco 7360 Chlorine in PORTA-FEED Delivery

4.3 System Maintenance Completed by Nalco

A certified Nalco Technician shall perform the following System preventive maintenance.

- » **Weekly**
- » check System performance (system settings, water pressure and flow rate) and adjust as necessary.
- » check chlorine inventory and order replenishment as necessary.
- » check system tubing and fittings and replace as necessary.
- » check chlorine sensor calibration and equipment check-out procedures and adjust as necessary.
- » check chlorine metering pump tubing and replace as necessary. Tubing shall be replaced at least once every 3 years.

4.4 System Monitoring Completed by Nalco

A certified Nalco Technician shall perform the following System monitoring.

- » **Weekly** chlorine monitoring; one (1) at entry point to distribution system (point-of-injection).
- » **As required** training for designated Customer System Operators who shall be responsible for daily operation and monitoring of the Systems (See System Operation & Monitoring Completed by Customer).

4.5 System Operation & Monitoring Completed by Customer

The Customer shall appoint at least two (2) designated System Operators who shall be responsible for daily system monitoring including but not limited to the following requirements.

- » **One test Daily*** chlorine monitoring; one (1) at entry point to distribution system (point-of-injection).

NOTE: System alarms generally DO NOT indicate an immediate safety problem. Most alarms indicate operating parameters are out of specification and the System needs attention to bring the operating parameters back into specification for continued operation. An example of an alarm condition would be loss of sufficient feed water pressure required to generate the chlorine dioxide solution.

5. REGULATIONS

The Safe Drinking Water Act (SDWA) is the main federal law that ensures the quality of drinking water in The United States of America. Under SDWA, EPA sets standards for drinking water quality and oversees the states, localities, and water suppliers who implement those standards. The end-user of Supplemental disinfection systems is solely

responsible for the proper use of the disinfection system and for following all rules and regulations under the jurisdiction having authority for treating drinking water.

The Customer is responsible for compliance with all requirements specified by the jurisdiction having authority. This may include but is not limited to the following:

- » Check requirements for State Operator Drinking Water Treatment Certification programs.
- » Check requirements for construction permits for Supplemental disinfection installations.

5.1 US-EPA Maximum Contaminant Level (MCL)

- » Chlorine (Cl₂) 4.0 mg/L

5.2 US-EPA Monitoring Requirements for Disinfectant & Disinfectant Byproduct

- » Quarterly TTHM and HAA5 (RAA) monitoring; three (3) in distribution system.

6. DOMESTIC SUPPLEMENTAL DISINFECTION WEEKLY SERVICE AND MAINTENANCE

6.1 Overview

The program covers the domestic water systems utilizing the injection of chlorine. Correct service and maintenance is critical to the success of such equipment and this contract program is designed to fill that need.

6.2 Scope of Service and Maintenance Contract

We recommend the utilization of a tailored Service and Maintenance Contract to ensure the efficient performance of your equipment, and the continued safe application of chlorine as your chosen control measure.

Your Service and Maintenance Contract will include:

- Weekly service from an experienced Nalco Application Engineer or Technician
- Monitoring of chlorine residuals and calibration of controllers
- Monitoring of point of use chlorine residuals through representative points in facility
- Adjustments as required to maintain residuals from controllers, injection pumps and meters
- Periodic maintenance as required included consumable tubing and maintenance kits
- Delivery and inventory of chemical
- Training includes 1-hour training for operating personnel.
- Document chlorine residual levels and service reports (all electronic via email) per visit.
- Maintain documentation on site as required including MSDS and contact information

The contract is based on expected water usage data and dosage levels. We will review the contract based on any changes to these estimated water or chemical usages and levels. At that time we will propose a further contract agreement.

Important note customer requirement:

Though the service component is turnkey we will train facility staff to take a simple DPD field chlorine test at least daily to ensure the calibration of the equipment is within specifications.

6. PROGRAM FEE

Customer agrees to purchase Program services pursuant to this Agreement for an aggregate total service fee to be invoiced incrementally. Fees are inclusive of products and services described herein for the following System applications:

- » 2# Complete Chlorine Systems for Domestic Water Systems

6.1 Program Term

3 Years

9.2 Service Fee

NET 30, USD	
Invoice Increment	Monthly
Incremental Service Fee	\$3,830.84

NOTES:

Customer scope of work for site preparation, utilities, plumbing modifications or other installation requirements are not included.

Rider 2. Public Water System Permitting and Support

(1) INITIAL PERMIT APPLICATION SUBMITTALS

1.1 Nevada P.E. Stamped Drawings

Drawings supplied:

- An overall property site plan
- Detail of the mechanical room housing the system equipment
- Detail of the water flow in the buildings

1.2 Initial Permit Scope of Service - Nalco

- Completion and provision of the permit submittal documents including:
 - Application
 - Operation
 - Sampling Plan
 - Back Flow Prevention Plan
 - PE Drawings
- Guidance on all aspects of permit submittal
- Provision of Nevada Certified Water Treatment Operator
- Liaison with NDEP Permitting Staff

1.3 Property requirements:

- Completion of Backflow Prevention Plan (template provided)
- Employee Population
- Permit Fee (\$200.00)

2. ONGOING PERMIT SUPPORT

Provision of Nevada T1 D3 Certified Water Treatment Operator

Collection of Samples For:

- 3 total coliform a month (TCR) (36 total)
- 2 TTHM and HAA5 a quarter (DBPR)(8 total)
- 40 Lead and copper per 6 months (LCR) (40 total)

Reporting of the above samples to NDEP

Reporting of NDEP Reports for Disinfection Residual, Lead and Copper Rule, Disinfection Byproduct Quarterly Averages

Liaison with NDEP Staff

3. SERVICE FEE

Customer agrees to purchase Water Hygiene Services pursuant to this Rider for the below Fees:

Initial One Off PWS Permitting Fees	\$14,600.00
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Term: NET 30 applicable taxes not included

NOTE(S):

The total Service Fee is inclusive of all services described herein.

RIDER 3: Baseline Compliance PWS Sampling

Further to our discussions regarding UMC becoming a Public Water System.

Please find below a one off proposal to complete required PWS Sampling. Sampling will be completed by our technicians and processed by a Nevada State Approved Laboratory to required EPA standards. Samples will be processed as non-compliance.

Proposed Services Budget Summary

SYSTEM	TYPE	Technique	TOTAL
Domestic Cold	Lead and Copper	Sample must sit motionless for a minimum of 6-8 hours. Samples are taken as first draw (no flushing)	20
Domestic Cold	Disinfection Byproducts (TTHM and HAA5)	Samples are flushed and taken at furthest point in system (Top floor main hospital and Trauma)	2
Domestic Cold	Total Coliform	Sample outlet is flushed and disinfected or flamed and taken	3
Fees			\$3,600.00

Notes

- Samples should be all cold water and representative of system
- Samples can be taken from same outlets for different sample types i.e. max number of locations will be 20#

Rider 4. *Legionella* Sampling Program

Nalco's laboratories are ISO 9002 certified and *Legionella* testing is performed using the ISO 11731 procedure (culture method). Our US lab is also EPA-ELITE proficient. Standardized methods, strict quality control and laboratory accreditation is essential. Globally, Nalco is responsible for more *Legionella* analyses than anyone in the world.

Proposed Services 3 Year Contract Summary

SYSTEM	TYPE	FREQUENCY	TOTAL
Domestic Hot	<i>Legionella</i>	Quarterly	11
Domestic Cold	<i>Legionella</i>	Quarterly	5
Cooling Towers	<i>Legionella</i>	Quarterly	4

1. *Legionella* ANALYTICAL SERVICES

1.1 *Legionella* Analytical

Legionella culture testing is the reference method to detect and enumerate viable *Legionella*. Culturing and testing procedures require up to 14 days for confirmation of test results.

1) Scope:

- a) **Nalco Laboratory.** All test samples shall be submitted to the Nalco *Legionella* Analytical Lab ("Lab") located at 1601 West Diehl Road, Naperville, IL 60563. *Legionella* testing is performed per the International Organization of Standardization ISO method 11731:1988(E) entitled "Water Quality – Detection and Enumeration of *Legionella*". The Lab is certified CDC-ELITE proficient and capable of detecting *Legionella* at a detection limit of 0.1 Colony Forming Units per Milliliter (CFU/mL). The Nalco Lab reserves the right to process a water sample at a different detection limit due to limitations caused by water sample quality such as turbidity or other contaminants that would prevent a sample from being processed at the detection limit requested.
- b) **Sample Submittal.** Test samples must arrive at the Lab within 2-Days of collection. Samples must be shipped Fed-Ex Standard Overnight using the Nalco provided test kits. The Lab is closed on Saturdays, Sundays, and Holidays. Therefore, test samples cannot be collected/shipped on Fridays or the day before a holiday.
- c) **Test Reports.** Analytical results will only be reported electronically via email to designated Customer contacts. Analytical results are reported as: Total *Legionella* (all species), *Legionella pneumophila* Serogroup 1, *Legionella pneumophila* Serogroups 2-14 (combined), Other *Legionella* species (all non-pneumophila species), Fluorescent *Legionella* (reported if detected).

2) Conditions of Service:

- a) Nalco recommends that *Legionella* analytical testing be performed and interpreted within the context of a properly designed *Legionella* or Waterborne Pathogen Water Safety Plan or equivalent.
- b) The Customer understands and acknowledges they have sole responsibility for interpretation of test results and for responding and taking corrective action for any detectable species of *Legionella*.

- c) Unless mutually agreed in a separate written service contract signed by authorized Nalco and Customer representatives, Nalco is not responsible for any corrective action to remediate or respond to any detectable species of *Legionella*.
- d) The *Legionella* analytical test and results are provided on an "as is" basis. The Customer assumes total responsibility and risk for use of the *Legionella* analytical test and Nalco is neither responsible nor liable for any damages arising out of Customer use of the *Legionella* analytical test.

2. SERVICE FEES

Quoted USD, NET30

Invoiced Quarterly at \$4,841.00 for 3 Years

Legionella Analytical Costs NTE = \$19,364.00 Annually

4.3.1 *Legionella* Culture Testing

The number of *Legionella* culture tests required is typically determined during development of the Water Safety Program Management Plans. The fee for *Legionella* culture testing shall be quoted upon request at the following rate per water sample. Samples shall be collected and submitted by: **Nalco**

Rider 5. *Legionella* Water Management Program Services

1. PROGRAM DESCRIPTION

Nalco Water's *Legionella* Water Management Program ("Program") assists customers with building a program for managing risk associated with legionellosis across their facilities. The service includes a comprehensive assessment of a facility's water systems for potential hazardous system conditions and the identification of control measures to reduce risk. The Program is designed to (1) examine and manage the systems above and beyond a performance standard to a health and safety standard, (2) help identify risk of waterborne disease by controlling the hazards which cause them, and (3) help establish a defined defensible water management program. The Program supports, in part, the requirements described in ASHRAE Standard 188. The Customer is responsible for understanding other requirements specified by ASHRAE Standard 188 that are outside the scope of the Program. Other supporting standards and guidelines will be referenced as applicable. The Program does not cover services following an alleged or reported incident of legionellosis that may be connected with the Customer's water systems. However, such services may be available from Nalco Water following execution of a separate incident response agreement.

1.1. General Elements of a Program

- 1) Program Team – The Customer shall identify persons (the "Team") responsible for Program development, implementation and compliance.
- 2) Describe Water Systems/Flow Diagrams – The Customer shall assist Nalco Water to describe the potable and non-potable water systems within the building and on the building site using text and simple schematics or diagrams. **Simple schematics or diagrams are not detailed engineered drawings or 'P&ID' schematics.**
- 3) Analysis of Building Water Systems – The Customer shall assist Nalco Water with an evaluation where hazardous conditions may occur in the water systems (conditions that could allow growth and spread of microorganisms) and determine where control measures can be applied.
- 4) Control Measures – Nalco Water will provide guidance to Customer to determine locations where control measures must be applied and maintained to stay within established control limits.
- 5) Monitoring and Corrective Action – Nalco Water will provide guidance to Customer to establish procedures for monitoring control measures, to confirm a control measure is operating within established limits and if not, to define corrective actions necessary to correct the condition when test results occur outside of the control limits.
- 6) Confirmation – The Customer is responsible to establish procedures to confirm that:
 - a) Initially and on an ongoing basis, that the Program, when implemented as designed, effectively controls the hazardous conditions throughout the building water systems (validation).
 - b) Initially and on an ongoing basis that the Program is being implemented as designed (verification).
- 1) Documentation – The Customer is responsible to establish documentation and communication procedures for all activities of the Program.

1.2. Terms of Service

- 1) Nalco Water makes no warranties or guarantees with respect to water system biohazards from waterborne pathogens including but not limited to *Legionella* bacteria. Nalco Water does not and cannot make any guarantee or warranty that the risk of the presence of *Legionella* or waterborne pathogens or that the risk of legionellosis or disease has been reduced or eliminated by reason of the Program.
- 2) Nalco Water accepts no liability for any penalties or fines assessed by any governing authority having jurisdiction or any government agency such as the City of Las Vegas or the State of Nevada.
- 3) Nalco Water makes no warranty as to the completeness of the information or process given as this process is in part based upon limited information related to Nalco Water by the Customer.
- 4) Nalco Water will exercise due diligence, but disclaims all liability and responsibility for the direct or indirect loss or damage that may be suffered through reliance upon the completeness of the information upon which Nalco Water has no control.
- 5) Nalco Water will make every effort to provide accurate information and support in connection with its services.
- 6) Although Nalco Water may be hired to provide supporting services, Nalco Water is not responsible for on-going management or compliance with any elements of the Customer's Monitoring Plan, Program, Guideline, Standard or the like.

2. SCOPE OF WORK

The scope of work for the development, implementation, and regular review of a Program requires the following approach for full implementation and on-going confirmation.

2.1. On-Site Assessment

Customer Requirements

- 1) The Customer shall define the Team.
 - a) The Customer shall invite members who will oversee the Program and make key decisions with managing the Program. Team members will participate in an initial scope review before the on-site assessment begins.
 - b) The Customer shall appoint an engineer familiar with the water systems to accompany the Nalco Water Subject Matter Expert (SME) or equivalent ("**Nalco Water Representative**") during the on-site assessment.
- 2) **The Customer shall complete a water system inventory and pre-survey before the Nalco Water Representative schedules the on-site assessment. The Customer shall list the location of each water system to be included.**
- 3) The Customer shall provide the following:
 - a) General water system drawings
 - b) Simple floor maps showing rooms and mechanical areas (engineered drawing not required)
 - c) Any relevant operation policies, PM schedules, etc.
 - d) Any necessary clearances for a camera to document systems only

Nalco Water Requirements

- 1) Nalco Water will provide **ONE** on-site visit by a Nalco Water Representative to complete the on-site assessment.
- 2) Nalco Water will complete a scope review with the Team before performing the on-site assessment.
- 3) Nalco Water will review and confirm the initial water system inventory with a Customer appointed engineer.
- 4) Nalco Water will review and confirm with a Customer engineer familiar with the systems relevant operational, maintenance, or other practices related to the water systems as part of the on-site assessment.
- 5) Nalco Water will perform one on-site walkthrough to confirm the water system inventory, which may include:
 - a) Photos to document the systems
 - b) Testing hot/cold water chlorine residuals
 - c) Checking water temperatures

2.2. Program Manual

- 1) Nalco Water will provide soft copies only of the initial draft of the Program Manual within 30 days after the building water survey is completed by Nalco or after the survey forms are received from the Customer.
- 2) The Customer will have 30 days to review the draft documents and provide written comments and corrections to Nalco Water. Written comments and corrections are required before scheduling the draft review meeting.
- 3) The Program Manual will be issued as "Draft Exceeds 90-days" if no action is taken after 90-days. Hard and soft copies will be sent directly to the Customer.
- 4) Nalco Water will provide **ONE** draft review meeting to make corrections and to provide guidance on next steps to complete the site-specific water management plan sections in the Program Manual (See Program Manual below).
- 5) Nalco Water will provide **ONE** reference hard copy of the final Program Manual within 2-weeks after the Customer provides final revisions to the water management plan sections. Duplicate copies of the Program Manual are available upon request. Nalco Water will also provide soft copies via email.
- 6) The Program Manual will include the following Customer defined working chapters. **These chapters are owned and managed by the Customer and will be provided as electronic Microsoft Word files.** Periodic revisions of the chapters are the responsibility of the Customer.
 - a) Chapter I – Site Management Plan. The site management plan defines the Customer's management team, the frequency of monitoring and maintenance tasks, and the sampling plan. This chapter is actively managed by the team. The Customer is responsible for updating Chapter I as needed.
 - b) Chapter II – Governing Guideline. The guideline defines a minimum standard of care for managing the program, and it defines the contingency procedures for corrective actions. This chapter is used by the team in support of the site plan. The Customer is responsible for updating Chapter II as needed.

- 7) The Program Manual will include Appendix A. Appendix A is a one-time independent analysis of building water systems completed by Nalco Water that reflects the current state of practice for the operation and maintenance of the building water systems from a water safety and risk potential perspective. Information in Appendix A is to be used by the Customer team to build the site management plan (Ch. I) and governing guideline (Ch. II). Appendix A includes specific industry best practice recommendations that may not be edited and is intended to be considered by the Customer, but are not obligated to include, for inclusion in the site-specific water management program. **Appendix A is provided as a non-editable secure portable document file (PDF) and is not updated as part of regular program review.**
- 8) All communications and reports are provided in US English only.
- 9) The final Program Manual may vary depending on site specific features.

2.3. Consultative Program Review Service Plan

A Consultative Program Review Service Plan is not included. The Customer is responsible for ensuring the on-going implementation and confirmation of the Program. Nalco Water will not provide any consultative services or support in connection with the Program.

2.4. Awareness Training Service

General water safety awareness training is included and is provided via online training modules from the Nalco Water Customer Learning Center. User access requires a user license which expires after 12 months and must be renewed each year. The Customer may assign a user license to new team members each year up to the total number of user licenses included in the terms of this Agreement. The number of annual user licenses per year is indicated with the service fee. Additional user licenses for awareness training are available upon request.

2.5. Legionella Analytical Service

The following scope of services for *Legionella* testing is described below where the Customer has included *Legionella* testing in this offer or if the Customer chooses to perform *Legionella* testing upon request. The Customer is not obligated to purchase *Legionella* testing if testing is not included in the service fee for the Program offered herein. The scope of services and limitations for *Legionella* testing would apply should the Customer decide to perform *Legionella* testing.

Analytical

- a) Culturing and testing procedures require up to 14 days for confirmation and reporting of test results.
- b) All test samples will be submitted to the Nalco Water Lab which holds the appropriate certifications for performing analytical services and *Legionella* culture testing (CDC-ELITE, ISO 9001:2008, QWAS-LGC, UKAS-PHE).
- c) *Legionella* testing will be performed per the International Organization of Standardization ISO method 11731 or an equivalent method.
- d) The Lab can detect *Legionella* at a limit of 0.1 Colony Forming Units per Milliliter (CFU/mL).
- e) The Lab reserves the right to process a water sample at a different detection limit due to limitations caused by water sample quality such as turbidity or other contaminants that would prevent a sample from being processed at the detection limit requested.
- f) Analytical results are reported as follows: Total *Legionella* (all species), *Legionella pneumophila* Serogroup 1, *Legionella pneumophila* Serogroups 2-14 (combined), Other *Legionella* species (all non-pneumophila species).

Sample Submittal

Test samples will be shipped by overnight courier using the Lab provided test kits. The Lab is closed on Saturdays, Sundays, and Holidays. Therefore, test samples cannot be collected/shipped on Fridays or the day before a holiday.

Test Reports

Analytical results will only be reported electronically via email to designated Customer contacts.

Terms of Service

- a) Nalco Water recommends that *Legionella* analytical testing be performed and interpreted within the context of a properly designed *Legionella* or Waterborne Pathogen Water Safety Plan or equivalent.
- b) The Customer understands and acknowledges they have sole responsibility for interpretation of test results and for responding and taking corrective action for any detectable species of *Legionella*.
- c) Unless mutually agreed in a separate written service contract signed by authorized Nalco Water and Customer representatives, Nalco Water is not responsible for any corrective action to remediate or respond to any detectable species of *Legionella*.
- d) The *Legionella* analytical test and results are provided on an "as is" basis. The Customer assumes total responsibility and risk for use of the *Legionella* analytical test and Nalco Water is neither responsible nor liable for any damages arising out of Customer use of the *Legionella* analytical test.

3. SERVICE FEES (USD)

3.1. Requirements

- 1) A signed Agreement and purchase order is required before any services can be scheduled.
- 2) Two-weeks' notice is required to schedule any service work.
- 3) Scheduling service work is contingent on the availability of a Nalco Water Representative.

3.2. Changes in Scope

If at any time there is a significant change in scope of work for services described herein completed by Nalco Water, then Nalco Water and Customer will discuss, in good faith, options to help Nalco Water offset or minimize the effect of any such cost increase. If the parties fail to agree an adjustment in price within 30 days, then either party shall have the right to terminate all or part of this Agreement.

3.3. "At Risk" Water Systems Included

- 1) Cooling Tower Water Systems,
- 2) Potable Water Services (scope is limited to potable cold mains/distribution, potable hot water systems/distribution, and up to the hot and cold water outlets or point-of-use),
- 3) Other "At Risk" Water Systems (as applicable, systems are limited to Decorative Water Features, Evaporative Swamp Coolers, Fire Suppression Water Systems, Hose Bibbs, Spray Stations, Utility Fixtures, HVAC Air Handler Units, Ice Machines, Irrigation Water Systems, Plumbed Drinking Water Fountains, Plumbed Emergency Eyewashes & Showers, Recirculated Bathing Tubs, Recreational Swimming Pools, Spas & Jacuzzis, Water Mistlers)

3.4. "At Risk" Water Systems Excluded

- 1) The scope excludes any water device connected to the building water system such as vending machines, coffee machines, dish machines, laundry machines, bottled water dispensers, aquariums, fish ponds, medical devices, dental water lines, hydrotherapy tubs, or any other miscellaneous device supplied with potable water.
- 2) The following systems were excluded by request of the Customer. Nalco Water recommends that the water systems be included and managed within the context of a management plan or program as recommended by ASHRAE Standard 188.
 - a. Not Applicable.
- 3) The following water systems are not used.
 - a. Not Applicable.

3.5. Customer Locations Included

The following Customer locations are included in the scope of this Agreement.

Address: 1800 West Charleston Boulevard, Las Vegas, NV 89102

3.6. Customer Buildings or Locations Included

The following buildings or locations are included. Any buildings or locations not listed will NOT be included.

1. Main Hospital, 7 Floor(s)
2. Trauma, 4 Floor(s)

3.7. Program Fees

The Customer agrees to pay Nalco Water the “**Total Sum 1**” to provide Services for a Program as described herein per the terms defined in following table.

Payment Installment 1	Lump Sum
Total Number of Installments 1	1
TOTAL SUM 1	\$11,000.00
Installment Fee 1 ^^	\$11,000.00

^^ The “Installment Fee” shall be paid in one (1) installment (Lump Sum) upon delivery of the draft Program files.

Optional Water Safety Services Available Upon Request

Outlined herein are the optional Services that can be provided by Nalco upon request. While the Customer is not obligated to purchase all the Services at once, the Customer may choose to pre-approve these Services under the terms of this Agreement to enable a timely response by both parties when specific services are needed. Additional terms and conditions may apply.

The Services herein do not cover services following an actual or alleged Incident in connection with the Customer's water systems. However, such incident response services may be provided following the execution of a separate incident response agreement.

See the Definitions Section for definitions.

Some of the Services in this Rider may be included as described in each respective Rider.

1. Consulting Service

1.1 Purpose

The purpose of the Consulting Service is to act as an advisor to the Customer in connection with building water system risk management needs such as a Water Management Program or a Plan (collectively the “Program”).

1.2 Description

Nalco will serve as an advisor to the Customer and provide guidance on industry best practices on the Customer's water management needs, Plan or Program. Nalco will meet with the Customer periodically as defined in the scope of work. Additional consultative services for special projects are also available upon request for an additional fee.

1.3 Deliverable

Services as set forth in the agreed upon scope of work document. The Customer is responsible for implementing or acting on any and all recommendations presented by Nalco.

1.4 Terms of Service

- (a) Nalco is not responsible or liable for any elements of, and Customer assumes sole responsibility for, all requirements set forth in the Customer's Program including but not limited to the Implementation, Management or Confirmation of the Program.

- (b) Nalco makes no promises, warranties or guarantees with respect to water system biohazards from waterborne pathogens including but not limited to *Legionella* bacteria. Nalco does not and cannot make any promise, guarantee or warranty that the risk of the presence of *Legionella* or waterborne pathogens, or that the risk of legionellosis or disease has been reduced or eliminated by reason of the Consulting Service or any related services provided.
- (c) Nalco is not liable for any penalties or fines assessed by any governing authority or agency.
- (d) Nalco will perform the Service in a professional and workmanlike manner.
- (e) Nalco makes no promise, warranty or guarantee as to the completeness of the information in connection with the Service which is in part based upon limited information provided to Nalco by the Customer. Nalco will exercise reasonable care but disclaims all liability for any losses that may be suffered through reliance upon the completeness of the information upon which Nalco has no control.
- (f) This Agreement does not cover services following an Incident response.

2. Microbial Analytical Service

2.1 Purpose

The purpose of Microbial Analytical Service is to test for the presence of bacteria in water systems.

2.2 Description

Nalco offers the following microbial analytical testing. Additional tests may be available upon request.

2.2.1 Legionella Analytical (Culture Test)

- (a) The *Legionella* culture test require up to 14 days for confirmation and reporting of test results.
- (b) All test samples are submitted to the Nalco lab which holds the appropriate certifications for performing analytical services and *Legionella* culture testing (CDC-ELITE, ISO 9001:2008, QWAS-LGC, UKAS-PHE).
- (c) *Legionella* testing is performed per the International Organization of Standardization ISO method 11731 or an equivalent method.
- (d) Water samples can be processed at a detection limit of 10, 1 or 0.1 Colony Forming Units per Milliliter (CFU/mL) depending on the test code selected.
- (e) The Lab reserves the right to process a water sample at a different detection limit due to limitations caused by water sample quality such as turbidity or other contaminants that would prevent a sample from being processed at the detection limit requested.
- (f) Analytical results are reported as Total *Legionella* (all species)
- (g) The following sub-groups are also reported if detected which combined make up Total *Legionella* (all species):
 - (1) *Legionella pneumophila* Serogroup 1
 - (2) *Legionella pneumophila* Serogroups 2-14 (combined)
 - (3) Other *Legionella* species (all non-pneumophila species)

2.2.2 Rapid Legionella Analytical (qPCR Test)

- (a) The Quantitative qPCR test (Genomic Units) requires 4 days for confirmation and reporting of test results from the date that samples are received by the lab.
- (b) The Qualitative qPCR test (Absent / Present) requires 1 day for confirmation and reporting of test results from the date that samples are received by the lab.
- (c) All test samples will be submitted to the Nalco lab which holds the appropriate certifications for performing analytical services and *Legionella* testing (CDC-ELITE, ISO 9001:2008, QWAS-LGC, UKAS-PHE).
- (d) *Legionella* testing will be performed per the International Organization of Standardization ISO/TS method 12869 or an equivalent method.
- (e) Analytical results are reported as Total *Legionella* (all species), and if detected *Legionella pneumophila* (all serogroups) is reported as a sub-group of Total *Legionella* (all species).

2.2.3 Other Microbial Analytical

The following microbiological tests are available upon request:

Microbial Test	Shipping Requirements**
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	Turn Around Time (TAT)	
Water, Heterotrophic Plate Count w/o Dilutions. Test results above 500 CFU/mL are reported as >500 CFU/mL.	2-3 Days	Samples must arrive at lab <u>Mon through Wed.</u>
Water, Heterotrophic Plate Count with Dilutions. Use this test to report actual CFU/mL versus >500 CFU/mL.	2-3 Days	Samples must arrive at lab <u>Mon through Wed.</u>
Water, <i>Pseudomonas aeruginosa</i> Culture	3-5 Days	Samples must arrive at lab <u>Mon through Fri.</u>
Water, Potable, <i>E. coli</i> /Total Coliforms Colisure (P/A)	2-3 Days	Samples must arrive at lab <u>Mon through Wed.</u>
Water, Non-Potable, <i>E. coli</i> /Total Coliforms Colisure (P/A)	24-48 Hrs.	Samples must arrive at lab <u>Mon through Wed.</u>
Water, <i>E. coli</i> /Total Coliforms (potable) Colilert (P/A) California	2-3 Days	Samples must arrive at lab <u>Mon through Wed.</u>
Water, Culture, Total Fungal Count with Identifications	5-7 Days	Samples must arrive at lab <u>Mon through Fri.</u>
Water, <i>Acinetobacter</i> species Culture	3-5 Days	Samples must arrive at lab <u>Mon through Fri.</u>
Water, Bacterial Count w/ Complete Genus ID	2-3 Days	Samples must arrive at lab <u>Mon through Fri.</u>
Water, Target Bacterial Clinical Pathogen with Speciation (1, 2 or 3 species)	5-7 Days	Samples must arrive at lab <u>Mon through Fri.</u>
Water, Mycobacterium Culture	7 Weeks	Samples must arrive at lab <u>Mon through Fri.</u>
Water, Mycobacterium speciation (Call lab to arrange for 2, 3 or 5 day TAT)	2 Day	Samples must arrive at lab <u>Mon through Fri.</u>
Water, Biofilm-Associated Bacterial Culture	3-5 Days	Samples must arrive at lab <u>Mon through Fri.</u>
Water, Biofilm-Associated Fungal Culture	5-7 Days	Samples must arrive at lab <u>Mon through Fri.</u>
Water, Biofilm-Associated Direct Microscopic Exam	2-3 Days	Samples must arrive at lab <u>Mon through Fri.</u>

(P/A) = Present / Absent

**** Samples must arrive during the days indicated or a weekend fee will be assessed.**

2.3 Deliverable

Analytical test reports will be reported electronically via email to the designated Customer contact(s).

2.4 Terms of Service

- Nalco recommends that microbial analytical testing be performed and interpreted within the context of a properly designed *Legionella* or Waterborne Pathogen Water Management Program, Plan or equivalent.
- The Customer understands and acknowledges they have sole responsibility for interpretation of test results and for responding and taking corrective action for any detectable microbial test result or species of *Legionella*.
- Unless mutually agreed in a separate written service contract signed by authorized Nalco and Customer representatives, Nalco is not responsible for any corrective action to remediate or respond to any detectable microbial analytical test result including but not limited to *Legionella* bacteria.
- The Customer assumes total responsibility and risk for use of the microbial analytical test and Nalco is neither responsible nor liable for any damages arising out of Customer use of the microbial analytical test result.

3. Remediation Protocol Service

3.1 Purpose

The purpose of the Remediation Protocol Service is to mitigate bacteria and dirt or deposits in water systems.

3.2 Description

Nalco offers various remediation protocols for a broad range of situations, needs, and water systems. The type of methods or protocols that can be specified may include but is not limited to the following types described below. Also, when necessary, remediation protocols will be based upon the advice of local, state or federal public health authorities.

3.2.1 Preventive or Emergency Cleaning and Disinfection

- (a) Cooling water towers and systems
- (b) Domestic water hot and cold storage tanks
- (c) Domestic water hot and cold systems/distribution
- (d) Decorative fountains, water features or similar
- (e) Recreational swimming pools & whirlpool spas
- (a) Water misters

3.2.2 Cooling Water Systems

- (a) Apply detergents to remove deposits
- (b) Apply with acid to remove scale
- (c) Power washing and/or physical cleaning (i.e., cooling tower cleaning and disinfection)
- (d) Shock chlorination or emergency super-chlorination

3.2.3 Potable Building Water Systems

- (a) Hyper-disinfection or -chlorination with chlorine or chlorine dioxide or "shocking" of the potable water system (which may require shutting down the system)
- (b) Super heat and flush of domestic hot water systems (which may require shutting down the system)
- (c) Potable cold and hot water system flushing

3.3 Deliverable

Services as set forth in the agreed upon scope of work document.

3.4 Terms of Service

- (a) Nalco makes no promises, warranties or guarantees to the effectiveness of any remediation protocol service performed, and Nalco makes no promises, warranties or guarantees with respect to water system biohazards from waterborne pathogens, including but not limited to *Legionella* bacteria.
- (b) Nalco will review local system needs to determine an appropriate protocol for the best possible outcome. Protocols will reference published guidelines or similar methods where available.
- (c) Nalco reserves the right to adjust protocols to accommodate system or facility limitations to implement the protocol.
- (d) The Customer acknowledges that no single approach can be relied upon to completely remediate the system.
- (e) Remediation protocols assume the systems are in good mechanical condition. Cleaning activities such as power washing may not remove all mineral scale or other deposits, which may require an alternative cleaning procedure. Depending on the system, areas of corrosion, pitting, or damaged system components may become exposed and any repairs required are the responsibility of the Customer and are not covered by any services provided by Nalco.
- (f) This Agreement does not cover services following an Incident response.

4. Potable Water Corrosion Control Service

5.1 Purpose

The purpose of the Potable Water Corrosion Control Service is the treatment of a water system with a corrosion control chemistry to prevent corrosion of building plumbing systems.

5.2 Description

Nalco offers services for applying corrosion inhibitor to a potable drinking water system. The corrosion inhibitor and methods for dosing and control are designed for safe operation within governing water regulations.

5.3 Deliverable

Services as set forth in the agreed upon scope of work document.

5.4 Terms of Service

- (a) Nalco will Customer's water systems to determine an appropriate corrosion inhibitor.
- (b) Nalco makes no promises, warranties or guarantees to the effectiveness of any corrosion inhibitor applied, and Nalco makes no promises, warranties or guarantees with respect to water system biohazards from waterborne pathogens, including but not limited to *Legionella* bacteria.
- (c) The Customer is solely responsible for procuring the necessary permits for applying a secondary disinfectant to a drinking water system from all the relevant governing/regulatory authorities.
- (d) This Agreement does not cover services following an Incident response.

5. Point-of-Use Water Filters

6.1 Purpose

The purpose of Point-of-Use (POU) Water Filters ("**Product**") is to act as a filter barrier for waterborne pathogens from shower and sink fixtures.

6.2 Description

Point-of-use water filters are generally applied as a long-term control strategy or as a short-term/temporary emergency response strategy. Additional Product information is available upon request.

6.3 Deliverable

Point-of-Use Water Filters.

6.4 Product Limitations

- (a) The Customer is responsible for installation and use of the Products per the manufacturer's instructions for use.
- (b) The Customer is responsible for reading all Product manuals and instructions for use before installing, operating or servicing the Products.
- (c) Nalco does not accept any liability for personal injury or property damage resulting from improper use, installation or operation of the Products or attached system.

Rider 6. Terms and Conditions (US)

Terms and Conditions of Sale Nalco Company, LLC ("Nalco")

1. **THE PROGRAM:** Customer agrees to purchase from Nalco all of Customer's requirements for water safety services, equipment, remediation protocols and related services ("**Product(s)**") pursuant to the Water Safety Service Agreement to which these General Terms and Conditions are included ("**Agreement**"). Products are only for Customer's own use and may not be resold. Nalco shall be responsible for reasonable diligence and care in providing the Products set forth in this Agreement. Customer acknowledges that the ultimate success of the program set forth in this Agreement (the "**Program**") is dependent upon the Customer's reasonably diligent application of the Program in accordance with Nalco's instructions. Nalco shall not be liable for any failure caused by Customer's lack of diligence or failure to follow Nalco instructions.
2. **ACCEPTANCE:** Customer accepts all of the terms and conditions set forth in this Agreement, and agrees that any different terms or conditions contained in Customer's purchase orders or other documents shall not modify this Agreement, notwithstanding any acknowledgment or acceptance of such documents by Nalco unless such acceptance is mutually agreed in writing by authorized representatives of both Nalco and Customer. No revisions to the terms and conditions contained in the Agreement shall be valid unless in writing and signed by an authorized representative of Nalco. No additional or different terms stated in any acceptance by the Customer shall be binding upon Nalco if such terms and conditions conflict with, are inconsistent with, or are in addition to the terms and conditions contained in the Agreement. Any such additional or different terms are specifically objected to by Nalco. In the event the Customer's acceptance contains any additional or different terms, Nalco reserves the right to reject the acceptance in its entirety and void any contract that may have been formed from such non-complying acceptance. The rights of the parties shall be governed exclusively by the terms and conditions in the Agreement.
3. **PRICE AND PAYMENT:**
 - (a) If pricing is not set forth elsewhere in this Agreement, then the price for any order shall be the price in effect on the date of acceptance of the order by Nalco.
 - (b) Payment terms shall be net 30 days unless specifically changed elsewhere in this Agreement and payment shall be in lawful money of the United States, without deduction or offset.
4. The price of the Products are shown above (except for facilities located in Hawaii or Alaska, which may be subject to additional freight charges). Unless otherwise agreed in the Agreement, the price will remain fixed for the first 12 months of this Agreement at which time and annually thereafter the parties will meet to negotiate prices as appropriate, with annual pricing increases not to exceed 4.0%. Notwithstanding the foregoing, if at any time there is a significant increase in Nalco's cost of critical raw materials, then Nalco and Customer will discuss, in good faith, options to help Nalco offset or minimize the effect of any such cost increase. In addition, if there is a Material Change, then Nalco will adjust, in Nalco's reasonable discretion, the price to account for that Material Change, to be effective after ninety (90) days' written notice to Customer. A "**Material Change**" is any change to or occurrence at Customer's operations (including, without limitation, any change in Customer's products, equipment, Customer product production, product spills, or intentional product misuse). In an effort to control excessive and unnecessary usage, Customer must promptly implement all reasonable cost-savings measure proposed by Nalco to minimize Product usage.
5. **FREIGHT, TITLE AND TAXES:** Unless otherwise specified in this Agreement, any products or purchased equipment shall be shipped F.O.B. Customer's facility, and title and risk of loss or damage shall pass to Customer upon Nalco's tender of the any products or equipment at Customer's facility. Shipping and delivery dates are approximate and subject to confirmation. Prices exclude and Customer shall pay any applicable sales, use, excise, VAT, GST, export and import taxes, assessments and similar fees. Customer shall make any necessary arrangements for importation of the any products or equipment into a country other than the United States.
6. **FORCE MAJEURE AND SHORTAGES:** Neither party shall be liable for any failure or delay in performance (other than payment) which is due, in whole or in part, to any cause of any nature beyond the reasonable control of the party affected. If there are product shortages for any reason, Nalco may allocate the available supply of Products among itself, its affiliates and its customers on whatever basis it deems practical.
7. **WARRANTIES AND LIMITATION ON LIABILITY:**
 - (a) Nalco warrants that the Products supplied hereunder shall conform to Nalco's standard product specifications in effect at the time of shipment. As Customer's sole remedy, Nalco will, in its reasonable discretion, either replace any Products (or re-perform any services) Nalco determines did not meet this warranty at the time the Products were shipped to Customer (or at the time the services were rendered) or refund the fee paid by Customer for those Products (or services). This warranty does not apply to (i) damage resulting from misuse, neglect, accident or improper use of any of the Products by any person or entity other than Nalco or (ii) any Products altered by any person or entity other than Nalco. No chemical product warranty claims may be made more than 90 days after delivery of product to Customer. Customer shall obtain Nalco's prior approval for any Product returns and permit inspection of any nonconforming Product.
 - (b) Nalco warrants that equipment manufactured by Nalco and supplied hereunder shall be free from material defects in workmanship and materials for a period equal to the lesser of 15 months from the date of shipment or 12 months from the date of installation. As Customer's sole remedy, Nalco will, in its reasonable discretion, either replace any equipment (or re-perform any services) Nalco determines did not meet this warranty at the time the equipment was shipped to Customer (or at the time the services were rendered) or refund the fee paid by Customer for that equipment (or services). This warranty does not apply to (i) damage resulting from misuse, neglect, accident or improper use of any of the equipment by any person or entity other than Nalco or (ii) any equipment altered by any person or entity other than Nalco. Equipment, which is not manufactured by Nalco, is subject to the original manufacturer's warranty, if any.
 - (c) Nalco warrants that services provided as part of the Program will be performed in a good and workmanlike manner using individuals with reasonable expertise and experience. Nalco will perform such services in accordance with sound generally accepted practices in effect at the time of performance. Where the Customer has commissioned any Water Hygiene Service on short notice, Nalco will use its reasonable efforts to perform such services in the timeline described in the service proposal.

- (d) **Nalco makes no warranties or guarantees with respect to water system biohazards from waterborne pathogens including but not limited to Legionella bacteria. Nalco does not and cannot make any guarantee or warranty that the risk of the presence of Legionella or the risk of legionellosis has been reduced or eliminated by reason of the Program. Nalco accepts no liability for any penalties or fines assessed by the City of New York, the State of New York or any other government or agency.**
 - (e) Nalco warrants that the Product itself does not, at the time of delivery, infringe any patent of the United States. Customer shall give Nalco prompt written notice of any patent infringement suit or claim, Nalco shall control the defense or settlement of same; provided, however, that Nalco shall not settle any claim unless the settlement unconditionally releases Customer of all liability and does not make any admission of wrongdoing by Customer or otherwise imposes obligations against the interest of Customer; and Customer shall cooperate in such defense. Nalco's liability under this warranty is limited to such defense, and, if sale or use of the Product is enjoined, refund of the price paid by Customer for such Product (less a reasonable charge for use, damage and obsolescence). Nalco makes no warranty against patent infringement arising out of Customer's particular use of the Product, alone or in combination with other materials; any Product resulting from such use; any Product manufactured for Customer according to Customer's specifications; or any equipment or chemical (including components and ingredients) manufactured by other than Nalco.
 - (f) Because many factors affect Product application and performance, Nalco will be relying on information provided by Customer concerning its facility, operations and systems to develop a Program suitable for Customer's needs. Customer shall be responsible for the accuracy of the information provided to Nalco, and Nalco assumes no liability or obligation for any technical advice, services or Products provided by Nalco based on incorrect information from Customer. Customer is responsible for designating appropriate places in its facilities and processes for feeding and storing chemical products, installing equipment products and conducting related sampling and testing activities.
 - (g) **Neither party shall be liable for any incidental, consequential, indirect or special damages, including, but not limited to, lost profits and lost production, whether arising under breach of warranty or contract, negligence, strict liability or other tort, indemnity or any other theory of liability. In any event, Nalco's liability for any and all claims, damages and causes of action arising out of the sale, use, storage, delivery or non-delivery of any Product or equipment, performance of any services or any warranty shall be limited to the price (including freight charges if paid by Customer) paid to Nalco for such Product.**
 - (h) **EXCEPT FOR THE TITLE WARRANTY, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND NALCO MAKES NO OTHER WRITTEN, ORAL, EXPRESS OR IMPLIED WARRANTIES. NALCO SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S REMEDIES FOR BREACH OF ANY WARRANTY SHALL BE LIMITED TO THOSE REMEDIES DESCRIBED ABOVE.**
 - (i) Nalco covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement. Nalco further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall perform services under this Agreement. Without limiting Nalco's ability to provide services to other customers. Nalco agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Customer in the performance of this Agreement.
8. **CONFIDENTIALITY:** Customer shall not: (a) disclose to any third party and shall prevent third parties from obtaining or becoming aware of the composition, design, operation or application of the Program and the contents of this Agreement (collectively, the "Proprietary Information") without in each instance securing the prior written consent of Nalco; or (b) use the Proprietary Information for any purpose other than the purpose for which Nalco provided the Proprietary Information to Customer. Customer shall not be liable for the use or disclosure of information that: (a) is already in the public domain at the time of the use or disclosure; (b) becomes part of the public domain through no fault of Customer; (c) is disclosed to Customer by a third party having the right to make such disclosure; or (d) is in the possession of Customer at the time of disclosure by Nalco.
- Notwithstanding the foregoing, Nalco acknowledges that Customer is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Agreement that Nalco has claimed to be confidential and proprietary, such as Nalco's pricing, programs, services, business practices or procedures, Customer will immediately notify Nalco of such demand and Nalco shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Nalco shall indemnify, and defend and hold harmless Customer from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Nalco document(s) in Customer's custody and control that Nalco's claims to be confidential and proprietary
9. **INDEMNIFICATION:** Nalco agrees to protect, indemnify, defend, and hold Customer harmless from and against all liability imposed upon or incurred by third parties, including judgments, court costs, penalties, interest, as well as reasonable legal fees and related expenses incurred in the defense of same caused by the negligent acts or omissions of Nalco, or its agents, servants, employees, or staff in the performance of the terms of this Agreement. To the extent expressly authorized by Nevada law, Customer agrees to protect, indemnify, defend, and hold Nalco harmless from and against all liability imposed upon or incurred by Nalco by third parties, including judgments, court costs, penalties, interest, as well as reasonable legal fees and related expenses incurred in the defense of same caused by the negligent acts or omissions of Customer, or their agents, servants, employees, or staff in the performance of the terms of this Agreement.
10. **INSURANCE:**
- (a) Nalco agrees to procure and at all times maintain, for the duration of the contract, policies of insurance of the types and in the minimum amounts as follows:
 - (1) Statutory Workers' Compensation or its equivalent and Employers Liability with minimum limits of \$2,000,000 U.S. in full compliance with all federal, province, state and/or local laws.
 - (2) Commercial General Liability Insurance with a minimum limit of \$2,000,000 U.S. Coverage shall include broad form property damage, product/completed operations, independent contractor's liability, blanket contractual liability, personal injury and employees as additional insured.

- (3) Automobile Liability Insurance covering owned, non-owned and hired vehicles with a minimum limit of \$2,000,000 U.S.
- (b) Upon request, Nalco shall provide Customer with a certificate of insurance confirming the insurance coverage described above
- (c) Should Nalco subcontract any work, Nalco is obligated to ensure that each subcontractor, at a minimum, meets the above insurance requirements.
11. **COMPLIANCE WITH LAWS:** Nalco shall comply with all applicable national and state laws and regulations, and all amendments thereto, including, where applicable, the Fair Labor Standards Act of 1938. Nalco shall furnish Customer with Material Safety Data Sheets (in English) for chemical Products. Customer shall not resell Products without Nalco's prior written consent, and shall not resell, divert, transship, export or re-export the Products to any country, except in accordance with applicable national, state and United States laws and regulations. Customer is responsible for compliance with all environmental, health and safety regulations regarding its facility, operations, and equipment, including any registrations applicable to use of storage tanks at its facilities.
12. **TERMINATION:** Either party may terminate this Agreement if (a) the other party fails to perform or meet a material obligation under this Agreement and (b) such default is not cured within 45 days after written notice of the failure. Each delivery under this Agreement shall be considered a separate and independent contract. If Customer fails to make a payment when due or Customer's financial condition becomes unsatisfactory to Nalco, then Nalco, at its option, may (a) withhold future performance until Customer cures the default or improves its financial condition to Nalco's satisfaction; (b) require payment in advance; or (c) terminate this Agreement. As a condition of termination of this Agreement for any reason Customer shall pay Nalco the applicable amount set forth in the Agreement.
13. **TERMINATION FOR CONVENIENCE:** Customer reserves the right to terminate this Agreement in whole or in part, with 90 days' prior written notice, without liability or penalty, whenever Customer determines that such termination is in the best interest of Customer. If termination is for Customer's convenience, Customer shall pay Nalco the portion of the compensation which has been earned under this Agreement as of the effective date of termination but no amount shall be allowed or paid for anticipated profit on performed or unperformed services or other work.
14. **BUDGET ACT AND FISCAL FUND OUT:** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement, provided that Customer gives Nalco at least one hundred and twenty (120) days' prior written notice termination. Customer agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated or for items delivered for which Customer did not give notification of termination due to loss of appropriated funds.
15. **NON-EXCLUDED HEALTHCARE PROVIDER:** Nalco represents and warrants to Customer that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of goods or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide goods or services hereunder. Nalco represents and warrants to Customer that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Nalco or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.
16. **ONSITE PRESENCE:** Nalco shall abide by the reasonable relevant compliance policies of the Customer, including its corporate compliance program, I-179 policy, I-66 policy and Code of Ethics, the relevant portions of which are available to Nalco upon request, and Customer's Vaccine Policy, as may be amended from time to time, and must register through Customer's vendor management/credentialing system prior to arriving onsite at any of Customer's facilities. Nalco's employees, agents, subcontractors and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises.
17. **Notices:** All notices required under this Agreement shall be in writing. Such notice shall be deemed sufficiently served or given for all purposes hereunder: (i) if personally served, upon such service, (ii) if sent commercial overnight delivery service, upon the next business day, or (iii) if mailed, three (3) business days after the time of mailing or on the date of receipt shown on the return receipt, whichever is first. Notices shall be dispatched to the following addresses or such other address as either party may specify in writing to the other party:
- To Customer: Contracts Management
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102
- To NALCO: NALCO Company LLC
Attn: General Counsel
Street 1601 W. Diehl Rd.
City, State ZIP Naperville ,IL 60563
18. **MISCELLANEOUS:**
- (a) This Agreement shall be governed by the Uniform Commercial Code and other laws of Nevada, and not by the United Nations Convention for the International Sale of Goods. Customer agrees that the courts in the county of Clark, Nevada have non-exclusive jurisdiction for the resolution of disputes with respect to this Agreement.
- (b) Customer shall inform Nalco of any special or unusual safety precautions that should be taken because of conditions in Customer's plant or process.

- (c) Failure by either party to require strict compliance with any provision hereof shall not be construed as a waiver of that provision or any other provision. If any competent authority holds that any provision hereof is wholly or partially void or unenforceable, this Agreement shall be deemed modified to conform to applicable law and shall continue to be valid.
- (d) All prior and contemporaneous proposals, negotiations and agreements, written and oral, with respect to the transactions contemplated herein are merged into this Agreement, which constitutes the entire agreement between Customer and Nalco with respect to such transactions. This Agreement may not be altered, modified or amended except pursuant to a writing signed by both Customer and an authorized representative of Nalco.
- (e) Nalco shall be an independent contractor with respect to the services to be performed under this Agreement. Nalco, its subcontractors and their respective employees shall not be deemed to be the servants, employees or agents of Customer.
- (f) Nalco shall be entitled to subcontract portions of the work to be performed under this Agreement provided that the subcontractor shall be acceptable to the Customer.
- (g) Customer consents to casual references that may identify Customer on Nalco's website or promotional materials, provided that Customer's participation will be sought before formal disclosures such as press releases which identify Customer are issued.
- (h) THE PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL.

Supplemental Equipment Terms and Conditions

For equipment (including Porta-Feed units, Envirox equipment, eChlorine equipment and any computer hardware or software) furnished to Customer on a rental or use basis (the "Equipment"), the following terms and conditions shall also apply.

1. Equipment shall remain the sole personal property of Nalco even though Customer may attach Equipment to realty. Nalco may cause such Equipment to be marked to indicate its ownership, and Customer agrees to provide reasonable cooperation by executing any financing statements Nalco files with respect to the Equipment. Customer shall take no action which is inconsistent with Nalco's title to the Equipment, and shall not move, encumber or alter the Equipment without Nalco's written authorization. Customer shall be responsible for any personal property or use taxes associated with the Equipment.
2. Customer shall not use the Equipment with any materials or products other than those recommended or approved by Nalco. The proper functioning of the Equipment is conditioned upon Customer operating it in accordance with Nalco's recommendations.
3. Customer shall install and provide the utilities necessary for the Equipment, and will provide a suitable location for the Equipment, including but not limited to shelter, tank pads, spill protection, foundations, etc., as appropriate. Customer shall receive, unload, place and remove Equipment at no cost to Nalco and should be responsible for procuring any necessary permits or licenses for such actions. With respect to Porta-Feed units, Customer agrees to provide access for a standard truck (min. 40 feet end-to-end, 14 feet high) to be driven safely to an area (e.g. loading dock) in the vicinity of the base tank to offload refill units.
4. Customer shall not alter the Equipment without Nalco's written authorization. Customer assumes all risk of loss or liability arising from or pertaining to its possession, operation or use of the Equipment, and shall indemnify, defend and hold Nalco harmless from all losses, claims, damages and expenses arising from Customer's possession and use of the Equipment except to the extent damage to the Equipment is caused by Nalco's negligence or willful misconduct. Customer shall obtain and maintain for the term of this Agreement all risks property insurance against loss or damage to the Equipment.
5. Customer shall allow Nalco to subcontract portions of work to be performed under this Agreement with respect to Equipment including but not limited to data-hosting, transmission of data through internet service providers and use other service providers. Nalco shall have the right, with reasonable notice, to inspect and service Equipment during normal business hours.
6. Upon termination of this Agreement by either Nalco or Customer, Customer shall return Equipment to Nalco at Customer's sole expense in the same condition as received, ordinary wear and tear excepted. In the event Equipment is lost, damaged or destroyed, Customer shall pay to Nalco the cost of replacement, or of repair at Nalco's standard charges then in effect. During the term of this Agreement, the Equipment will remain the exclusive property of Nalco.
7. Customer shall promptly notify Nalco of any material change in Customer's status, including, but not limited to, change of address, desired Equipment location, close of business.
8. Nalco reserves the right to use non-union labor for supervised, installation, testing and service of Equipment.
9. Customer agrees to inform Nalco of any special or unusual safety precautions that should be taken because of conditions in Customer's plant or process.
10. Notwithstanding anything in any agreement or otherwise to the contrary, all data generated or collected by the Equipment that is transmitted to Nalco (or to a Nalco third-party provider) is owned by Customer but customer hereby grants to Nalco a perpetual, non-exclusive, royalty-free license to use that data (and that license will survive the termination or expiration of this Agreement). The data collected and referred to in this section includes water quality measurements (i.e. pH, conductivity, water chemistry, etc...) received or obtained by Nalco from the facilities (i.e. Cooling Towers, Boilers, etc...) in performing the Services. Regardless, Contractor shall treat all such information confidentially, in that it will not disclose the information to third parties except as may be necessary to perform or improve the services or to store/process such data. Nalco represents and warrants that all data generated or collected by the Equipment is maintained, accessed and transmitted in a secure environment and that Nalco's use, collection, storage, processing, sharing, disclosure or other handling of Customer data is in accordance with industry standard privacy and security practices and measures, adequate to preserve its confidentiality and security as required by applicable privacy laws and regulations.
11. Both parties agree to maintain reasonable measures to ensure the security of its IT and internet systems including data security and will each be solely responsible for claims relating to third party actions in connection therewith excluding only damages to the extent caused by a party's willful misconduct or fraud.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply) NA						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 50						
Corporate/Business Entity Name:		Nalco Company, LLC				
(Include d.b.a., if applicable)		Nalco Water				
Street Address:		1601 West Diehl Road		Website: ecolab.com		
City, State and Zip Code:		Naperville, IL 60563-1198		POC Name:		
				Email: customerservice.us@nalco.com		
Telephone No:		630-305-1000		Fax No: 6300-305-2900		
Nevada Local Street Address:		6630 W. Arby Lane Suite 107		Website: www.nalco.com		
(If different from above)						
City, State and Zip Code:		Las Vegas, NV 89118		Local Fax No:		
Local Telephone No:		480-708-5654		Local POC Name: James Hoppe		
				Email: James.Hoppe@ecolab.com		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

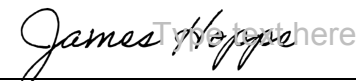
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☒ Yes ☐ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 Signature	James Hoppe Print Name
Water Safety Specialist Title	1/7/21 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue: EZ Agreement with Cepheid	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Purchase Commitment Agreement with Cepheid for the purchase of COVID-19 4-Plex Test Kits; and take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000991200 Funded Pgm/Grant: N/A
Description: Purchase Commitment Agreement for reagent tests
Bid/RFP/CBE: NRS 332.115(4)
Term: 36 months from date fully executed
Amount: Annual spend of \$681,360 for three years, NTE total of \$2,044,080
Out Clause: UMC has the right to refuse the delivery if the merchandise does not meet quality expectations;
Budget Act/Fiscal Fund Out

BACKGROUND:

This request is for approval of a Purchase Commitment Agreement to purchase 4-Plex test kits from Cepheid in order to support UMC's COVID-19 testing efforts in the Las Vegas community. The Purchase Commitment compliance level is 90% of UMC's purchases during the same quarter in 2020, at \$680.00 per kit. UMC estimates its total purchases through December 31, 2024 will not exceed \$2,044,080.

In accordance with NRS 332.115(4), the competitive bidding process is not required as the products purchased are goods commonly used by a hospital.

UMC's Chief Operating Officer and Director of Laboratory Services have reviewed and recommend approval of this agreement. This agreement has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
January 19, 2022

Agenda Item #

9

CEPHEID EZ AGREEMENT

Cover Page

Customer: University Medical Center of Southern Nevada 1800 Charleston Blvd Las Vegas, NV 89102 Deb LaCava - (702) 383-2000 Agreement: Effective Date: Date fully executed Initial Term: 36 months after Effective Date Sign by: 10/31/2021	GPO; IDN; Cepheid-Authorized Distributor (if blank, N/A): ☒ GPO: HealthTrust ☐ IDN: <N/A> ☐ Distributor: <N/A> Addenda (list below; if blank, N/A): Instrument Addendum
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A. Supply Commitment: 835 Respiratory Tests¹ (average per month)

B. Purchase Commitment: \$681,360 Annual spend

At least 50% of the Purchase Commitment associated with new instrument placements (if any) must be met through Respiratory Test¹ purchases.

C. Reagent Products:

Reagent Products Table				
Part Number	Reagent Product Description	Tests/ Kit	Price/ Test	Price/ Kit
XPRSARS-COV2-10	Xpert Xpress SARS-CoV-2	10	\$38.50	\$385.00
XPCOV2/FLU/RSV-10	SARS-CoV-2/Flu/RSV	10	\$68.00	\$680.00
XPRSFLU-10	Xpert Xpress Flu	10	\$44.50	\$445.00
XPRSFLU/RSV-10	Xpert Xpress Flu/RSV	10	\$57.85	\$578.50

[SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, an authorized representative of each party has executed this Agreement.

CEPHEID:	By _____	Name _____	Title _____	Date _____
CUSTOMER:	By _____	Name _____	Title _____	Date _____

¹ "Respiratory Tests" means any of the following Cepheid reagent tests, which Cepheid, in its discretion, may make available to Customer for purchase pursuant to this Agreement: Xpert Xpress SARS-CoV-2 (Part # XPRSARS-COV2-10), Xpert Xpress SARS-CoV-2/Flu/RSV (Part # XPCOV2/FLU/RSV-10), Xpert Xpress Flu (Part # XPRSFLU-10), Xpert Xpress Flu/RSV (Part # XPRSFLU/RSV-10), and any other Cepheid reagent test that detects Flu A, Flu B, RSV and/or SARS-CoV-2.

Cepheid EZ Agreement Terms and Conditions

This agreement is entered into by Customer and Cepheid as of the Effective Date and consists of the Cover Page, these Cepheid EZ Agreement Terms and Conditions, the Standard Terms (defined below), and any Addenda attached hereto and/or incorporated herein by reference (collectively, this “Agreement”). Capitalized terms used, but not defined below, shall have the meanings ascribed to them in the Cover Page.

1. **Supply Commitment.** Notwithstanding anything to the contrary in the Standard Terms, Cepheid agrees to provide Customer with the Supply Commitment. The Supply Commitment will be measured and tracked on a quarterly basis, subject to an initial grace period of one month from the Effective Date. If Cepheid does not meet the Supply Commitment during any quarter, Cepheid will reduce Customer’s Purchase Commitment for that year in a proportional amount. Such reduction shall be Customer’s exclusive remedy in the event Cepheid does not meet the Supply Commitment.
2. **Purchase Commitment.** Customer agrees to purchase the Purchase Commitment. The annual Purchase Commitment will be measured and tracked quarterly, subject to an initial grace period from the Effective Date through the first full calendar quarter. After the grace period, if Customer is not in compliance with the Purchase Commitment after any quarter, Customer shall make up the shortfall during the following quarter. If Customer fails to do so, Cepheid may invoice Customer for the shortfall for the preceding quarter. If, after the end of a calendar year, Customer is not in compliance with the annual Purchase Commitment (taking into account all of Customer’s purchases during the year and any shortfall fees paid by Customer during the year), Cepheid shall contact Customer to place an order for the shortfall for the year. If Customer does not place such order within 30 business days thereafter, Cepheid may terminate the Agreement upon written notice to Customer and invoice Customer for a fee equal to 60% of the amount Customer would have paid if Customer had met the Purchase Commitment throughout the then-current Term. Customer shall pay all invoices issued pursuant to this section within 30 days after the invoice date. In addition, Customer may terminate this Agreement upon at least ninety (90) days prior written notice to Cepheid if it loses funding from its governing body. In the event of such termination, Cepheid shall invoice Customer for 60% of the amount Customer would have paid if Customer had met the Purchase Commitment through the termination date, less Customer’s actual purchases during such time.
3. **Standard Terms.** This Agreement is subject to Cepheid’s standard terms and conditions available on the Support page of Cepheid’s website (https://www.cepheid.com/en_US/support/order-management) on the Effective Date (the “Standard Terms”), which Standard Terms are attached to this Agreement as Exhibit 1.
4. **Orders and Pricing.** All orders for Reagent Products shall be subject to the Standard Terms, and pricing shall be as set forth in the Cover Page, except to the extent the following applies to a particular Reagent Product ordered:
 - (i) **Reagent Products Available Under GPO Agreement:** If a particular Reagent Product is available for purchase pursuant to a purchasing agreement between Cepheid and any GPO identified on the Cover Page: (i) orders for that Reagent Product shall be subject to the applicable terms, including pricing, of the GPO agreement; and (ii) the terms of the GPO agreement shall control as to those orders. Customer acknowledges that a Reagent Product may not be available for purchase pursuant to a GPO agreement.
 - (ii) **Reagent Products Purchased From a Cepheid-Authorized Distributor:** If a particular Reagent Product is available for purchase from any Distributor identified on the Cover Page: (i) orders for that Reagent Product shall be subject to the terms, including pricing, agreed upon between Customer and Distributor; and (ii) such terms shall control as to those orders. Customer acknowledges that any pricing included in this Agreement shall only apply to Reagent Products purchased directly from Cepheid.
5. **Term and Termination.** The term of this Agreement shall commence on the Effective Date, and unless earlier terminated in accordance with its terms or extended by mutual written agreement of the parties, shall remain in effect for the Initial Term (the “Term”). A party may terminate this Agreement upon written notice to the other party if such other party materially breaches this Agreement and fails to cure such breach within 30 days after written notice thereof from the nonbreaching party.
6. **Addenda.** If agreed by the parties in each case, the parties may enter into an Addendum after the Effective Date. In such cases, the Addendum shall be fully executed by the parties, upon which time, the Addendum shall become part of this Agreement.
7. **Amendments.** This Agreement may only be modified by a written amendment signed by both parties. If agreed by the parties in each case, information in the tables appearing in the Cover Page or in any exhibit to any Addenda may be amended upon mutual agreement of the parties, in which case: (i) the parties shall amend and replace the entire Cover Page, exhibit, or table with a sequentially-numbered version; (ii) Cepheid shall prepare the final amended version; (iii) Cepheid’s Contracts Department shall initial or sign such version prior to sending it to Customer; and (iv) Customer shall confirm the final amended version within a reasonable time thereafter (or earlier date indicated by Cepheid). Unless specified therein, the amended version shall be effective on the date of Customer’s confirmation.
8. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior written and oral agreements, representations, and understandings between the parties concerning such subject matter, including the letter agreement between the parties, with an effective date of November 13, 2020. Customer must sign and return an executed copy of this Agreement, along with any other documents specifically required by this Agreement, to Cepheid on or before the “Sign by” date identified in the Cover Page.

INSTRUMENTS ADDENDUM

This addendum (this “Addendum”) is entered into by University Medical Center of Southern Nevada (“Customer”) and Cepheid as of the Effective Date of the Agreement (defined below). This Addendum supplements and modifies the Cepheid EZ Agreement to which it is attached (the “Agreement”) and is incorporated into and made a part thereof. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement. In the event of any conflict between the terms and conditions of the Agreement and those of this Addendum, the terms and conditions of this Addendum shall control to the extent of such conflict.

1. Instruments. Cepheid shall supply Customer with the Cepheid-owned GeneXpert instruments and/or instrument accessories specified in Exhibit 1 attached to this Addendum (“Instruments”) for Customer’s use during the Term of the Agreement at the locations specified in Exhibit 1. Customer may not relocate Instruments without Cepheid’s prior written consent. All Instruments remain the sole and exclusive property of Cepheid at all times. Customer and third parties shall have no right, title, or interest in or to the Instruments, except as expressly provided in the Agreement.

2. Service. Cepheid will provide service for each Instrument from the expiration of the applicable warranty through the end of the Term. Customer shall provide Cepheid with timely access and other assistance reasonably necessary for Cepheid to provide such service.

3. Instrument Care and Use. Customer shall: (i) keep the instruments in its sole possession and control; (ii) use the Instruments only at the locations specified in this Addendum and only to run Cepheid reagent tests; and (iii) use and maintain the Instruments in accordance with their applicable labeling, inserts, and manuals, and other product-related information and materials published by Cepheid or any regulatory authority. Customer shall not, directly or indirectly, including by allowing any third party, to: (a) move, modify, repair, rent, lease, license, loan, sell, distribute, decompile, disassemble, or reverse engineer the Instruments, including any of their hardware, software, or firmware; (b) make the Instruments available to any third party for any reason; (c) mortgage, pledge, or encumber the Instruments; or (d) abuse, neglect, or otherwise misuse the Instruments. When requested, Customer shall promptly inform Cepheid of the location of any Instrument and/or permit Cepheid to inspect any Instrument during normal business hours.

4. Instrument Returns, Loss, or Damage. Within 15 days after expiration or termination of the Agreement, Customer shall return all Instruments to Cepheid in the condition in which originally delivered, reasonable wear and tear resulting from Customer’s proper use (“Wear and Tear”) and damage caused by Cepheid excepted. Customer shall comply with any reasonable return instructions provided by Cepheid. Upon delivery of the Instruments, and until returned to Cepheid as required by the Agreement, Customer assumes and shall bear the risk of all loss or damage to the Instruments (other than as caused by Cepheid or for Wear and Tear). Cepheid reserves the right to invoice Customer for the replacement value of an Instrument or the cost of its repair (at Cepheid’s then-current rates) if Cepheid discovers any loss or damage to an Instrument during or after the Term of the Agreement (other than as caused by Cepheid or Wear and Tear), or if Customer fails to comply with the return requirements in the Agreement. Customer shall pay such invoices within 30 days after the invoice date.

5. [intentionally omitted]

**EXHIBIT 1 to
Instruments Addendum**

Name and Location	Part Number	Instrument Description	Qty
University Medical Center 1800 Charleston Blvd Las Vegas, NV 89102	GXIV-4-CLIA	(Refresh) GeneXpert IV Xpress System, 4 Testing Site	6

CEPHEID TERMS AND CONDITIONS

1. **Purchase Orders.** These Cepheid Terms and Conditions (these "Terms"), as posted on Cepheid's website at the time the purchaser ("Customer") submits its purchase order ("PO") to Cepheid, shall apply to such PO. All POs are subject to acceptance by Cepheid, which acceptance shall be limited to the terms and conditions of the Agreement (defined below). Upon Cepheid's acceptance of Customer's PO, such PO, together with these Terms and the applicable Cepheid Sales Quote ("Quote"), shall constitute a contract between the Customer and Cepheid, which shall exclusively govern the accepted PO (collectively, the "Agreement"). Notwithstanding the foregoing, unless otherwise agreed to by the parties in a writing signed by both parties, the following shall be void, shall have no binding effect, and are expressly rejected by Cepheid:
(i) any shipment or delivery dates in Customer's PO; (ii) any other terms or conditions in Customer's PO, other than Customer contact, bill-to, and ship-to information and quantities of Products (defined below); and (iii) any other agreement, document, terms, or conditions concerning the subject matter of the Agreement. By submitting its PO, Customer expressly agrees to the Agreement.
2. **Customer Contract.** Notwithstanding anything to the contrary in Section 1, if Customer has a written agreement with Cepheid that incorporates these Terms by specific reference ("Customer Contract"), these Terms shall apply to and form part of such Customer Contract, and all references in these Terms to the "Agreement" shall refer to these Terms and such Customer Contract, collectively.
3. **Cleared, EUA, RUO, and IUO Products.** As used in these Terms, "Reagent Products" means Cepheid reagent and ancillary consumable products, "Instruments" means Cepheid instruments and instrument accessories, and "Products" means Reagent Products and Instruments. Customer may purchase Products that have been cleared or approved by the United States Food and Drug Administration ("FDA") and/or Products that have not received clearance or approval by FDA as cleared or approved medical devices, but: (i) have received Emergency Use Authorization from FDA permitting certain distribution and use; or (ii) are distributed by Cepheid for purposes of "research use only" (RUO) or "investigational use only" (IUO). Customer acknowledges that: (a) requirements under Applicable Law (defined below) for Products described in this section under (i) and (ii) may differ, or be exempt from, those applicable to medical devices cleared or approved by FDA; and (b) Products labeled "research use only" or "investigational use only" are not being sold by Cepheid for Customer's use for clinical diagnostic purposes.
4. **Price.** The sales prices for the Products shall be the prices stated in the Quote or Customer Contract, as applicable. The following shall be added to the invoice: (i) the reasonable cost of packing, crating, shipping, and insurance, which shall be prepaid; and (ii) applicable taxes, including any sales, use, or other local taxes required to be collected on the sale. If Customer is eligible for a tax exemption, Customer must maintain a valid tax exemption certificate on file with Cepheid.
5. **Delivery, Title, and Risk of Loss.** Products shall be packed in Cepheid's standard shipping packages and shipped by method and carrier to be selected by Cepheid, unless otherwise permitted in writing by Cepheid. Cepheid shall use reasonable efforts to effect shipment of Products on or before quoted, estimated, or requested dates, but makes no representations, warranties, or guarantees as to shipment or delivery dates. Cepheid may make deliveries in installments, and each installment shall be deemed a separate sale, for which a separate invoice shall be rendered by Cepheid. Deliveries shall be made F.O.B. Origin. Title and risk of loss with respect to the Products, except software, shall pass from Cepheid to Customer upon transfer of possession to a common carrier.
6. **Supply.** Except as otherwise provided in the Customer Contract, Cepheid makes no guarantees or representations concerning the availability of the Products at any time and reserves the right, in its sole discretion, to: (i) reject or cancel any PO; (ii) apportion among its various customers the Products then available for delivery; (iii) determine shipment and delivery dates, which may be before or after any shipment or delivery dates included in Customer's PO; and (iv) offer Customer alternate quantities of the Products or substitute products of substantially similar functionality as the Products ordered, which offer Customer may reject in Customer's sole discretion. In the event of any of the foregoing, Cepheid shall promptly notify Customer in writing (email acceptable). Customer acknowledges and agrees that in no event shall any of the foregoing constitute a breach of any obligation to Customer by Cepheid.
7. **Acceptance of Products.** Customer shall inspect all Products within thirty (30) days of receipt thereof. Any Instrument that is defective may be rejected by Customer, provided: (i) it is (or has been) a standard product offered by Cepheid; and (ii) it has not been used, abused, or damaged by the Customer or Customer's agents. Any Reagent Product shipped by Cepheid in damaged packaging, or with damage to the Reagent Product's container, in each case that compromises the integrity of the Reagent Product, may be returned to Cepheid. Any Product shipped by Cepheid in error shall be purchased by Customer (unless Cepheid informs Customer that it does not agree to sell such Product to Customer) or returned to Cepheid unused, in its original packaging, and in its original condition. To reject or return a Product described in this section, Customer must notify Cepheid in writing of the reason for the rejection or return within thirty (30) days of receipt of the Product. If Cepheid determines in its reasonable discretion that the Product may be rejected or returned for the reasons set forth in this section, obtain a Return Material Authorization number, and promptly return the Product to Cepheid, freight collect. Except with respect to Products shipped in error, Cepheid shall promptly repair or replace the Product with conforming Product or return the purchase price of the Product (which return may be in the form of a credit). Any Products not properly and timely rejected and/or returned in accordance with this section, including Products shipped in error, shall be deemed accepted by Customer, and Customer shall be invoiced accordingly. Except as expressly set forth in this section, all sales are final, and Products are not returnable or refundable.
8. **Payment Terms.** Payment terms are cash on delivery, except where Customer has established and maintained open account credit to Cepheid's satisfaction. Cepheid reserves the right to require alternative payment mechanisms, including without limitation, prepayment, sign draft, or letter of credit. Payment terms for sales on open account are net thirty (30) days from date of Cepheid's invoice to Customer. Customer's obligation to pay for Products is not conditioned on Customer's inspection of the Products. Any invoiced amount not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum allowed by law, if less.
9. **Customer's Financial Condition.** Cepheid's obligations under the Agreement are subject to Cepheid's approval at all times of Customer's financial condition. If the financial condition of Customer at any time becomes unsatisfactory to Cepheid or if Customer fails to make any payment when due, Cepheid may: (i) defer or decline to provide any Product to Customer; and/or (ii) revoke any open account credit of Customer.
10. **Confidential Information.** Each party to a Customer Contract shall keep confidential the terms of the Agreement (other than these Terms). Neither party shall disclose such information to any third party or use such information for any reason other than in connection with the performance of the Agreement; provided, however, that Cepheid may disclose such information to its affiliates for internal reporting purposes.
11. **PUBLIC RECORDS:** Cepheid acknowledges that Customer is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to the Agreement which Cepheid has claimed to be confidential and proprietary, Customer will immediately notify Cepheid of such demand and Cepheid shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Cepheid shall indemnify, defend and hold harmless Customer from and against any third party claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Cepheid documents in Customer's custody and control in which Cepheid claims to be confidential and proprietary, except to the extent the claims are a result of Customer's failure to respond to such demand, negligent act or omissions of Customer or its employees.
12. **Limited Warranty.** Cepheid warrants that the GeneXpert® instruments: (i) shall be free from defects in material and workmanship for a period of one year after shipment; (ii) conform to Cepheid's published specifications for the GeneXpert instruments; and (iii) are free of liens and encumbrances when shipped. Cepheid does not warrant any defects in any GeneXpert instruments caused by: (a) improper use, installation, removal, or testing; (b) Customer's failure to provide a suitable operating environment for the GeneXpert instruments; (c) use of the GeneXpert

instruments for purposes other than that for which they were designed; (d) unauthorized attachments; (e) unusual physical or electrical stress; (f) modifications or repairs performed by anyone other than Cepheid or a Cepheid authorized service provider; or (g) any other abuse, misuse, or neglect of the GeneXpert instruments. It is Customer's responsibility to determine, and Customer shall assume the risk for the suitability of Products for Customer's use and distribution and Customer's use and distribution of the Products in compliance with all applicable laws, rules, regulations, regulatory guidance, and industry codes, including, without limitation, the Social Security Act and all state and federal fraud and abuse laws (collectively, "Applicable Law"), the Products' labeling, inserts, and manuals, and other Product-related information and materials published by Cepheid or any regulatory authority. This warranty extends to Customer only, and not to Customer's customers or any other third party. Except as expressly set forth in these Terms, Products are sold "AS IS." THERE ARE NO WARRANTIES AS TO PRODUCTS WHICH EXTEND BEYOND THE FACE HEREOF. CEPHEID DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CEPHEID SHALL HAVE NO STRICT LIABILITY, GOODS LIABILITY, OR NEGLIGENCE, WHETHER ACTIVE OR PASSIVE. CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE INSTRUMENT. In the event of any conflict between the terms of the warranty in the Agreement, including the limitations of liability set forth in the Agreement, and those in any other document, the more restrictive terms shall apply as to the extent of such conflict.

13. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL CONSEQUENTIAL, OR EXEMPLARY LOSS OR DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA, PROFITS OR GOODWILL) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. THE FOREGOING LIMITATION APPLIES EVEN IF A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CEPHEID'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID TO CEPHEID BY CUSTOMER FOR THE PRODUCTS THAT ARE THE SUBJECT OF OR GAVE RISE TO THE CLAIM.

14. **Patents.** Cepheid shall settle or defend any suit or proceeding brought against Customer if and to the extent the suit or proceeding is based on a claim that any Cepheid Products as sold directly infringe any issued United States patent. Cepheid shall pay all damages and costs finally awarded against Customer on account of any actual infringement. Customer shall: (i) within ten days after receipt by Customer of a communication, notice, or other action relating to an alleged infringement, inform Cepheid in writing of the event and furnish to Cepheid a copy of any communication; and (ii) give Cepheid all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to settle or defend the suit or proceeding. Cepheid shall not be bound in any manner by any settlement made without its prior express written consent. In the event Cepheid Products are held to constitute infringement and their use is enjoined, Cepheid may, at its option: (a) obtain for Customer the right to continue using the Cepheid Products; (b) modify the Cepheid Products so that they become non-infringing; or (c) remove the Cepheid Products and grant Customer a credit. Cepheid has no obligations under this section if the alleged infringement arises out of: (1) Cepheid's compliance with Customer's specifications; (2) Customer's addition to or modification of a Cepheid Product; or (3) Customer's use of a Cepheid Product with products provided by parties other than Cepheid. Cepheid's obligations under this section do not apply to any alleged infringement occurring after Customer has received notice of the alleged infringement unless Cepheid subsequently gives Customer express written consent for the continuing alleged infringement. Cepheid shall not be liable for any incidental or consequential damages arising out of a patent infringement. Cepheid's liability hereunder shall not exceed the purchase price paid by Customer for the allegedly infringing Cepheid Products. The foregoing states the sole and exclusive liability of Cepheid with respect to patent infringement and is in lieu of any and all other warranties, expressed or implied, in regard thereto.

15. **Disclosure Requirements.** The parties intend and believe the Agreement, and any discounts in price, rebates, and other price reductions (collectively, "Discounts") provided hereunder, comply with the federal Anti-Kickback Statute at 42 U.S.C. § 1320a-7b(b) and discount safe harbor at 42 C.F.R. § 1001.952(h). Each party will maintain all documents concerning the Discounts and provide such documents and other related information upon request by any state or federal agency. Customer acknowledges that Cepheid may supply Instruments and other Products and/or services identified in the Agreement as part of Customer's purchase of Products under the Agreement. Customer agrees to fully and accurately report all Discounts when required and as appropriately allocated among equipment, products and/or services, as applicable. Upon Customer's request, Cepheid will provide Customer with further information regarding the Discounts and the allocation of Customer's purchase price for products and services, as applicable.

16. **Compliance with Applicable Law.** Each party represents and warrants to the other party that it shall perform its obligations under the Agreement, and the activities contemplated hereunder, including any use or distribution of the Products, in compliance with Applicable Law, the Products' labeling, inserts, and manuals, and other Product-related information and materials published by Cepheid or any regulatory authority. To the extent authorized by law, Customer shall indemnify and hold Cepheid from and against any third party claims, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) to the extent arising from noncompliance with Applicable Law.

17. **Force Majeure.** Neither party shall be liable, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any obligation under the Agreement when such failure or delay arises or results from acts beyond a party's reasonable control, including, without limitation, the following: (i) acts of God, (ii) flood, fire, earthquakes, pandemics, or epidemics; (iii) shortages of supplies, infrastructure, or transportation; (iv) law, rule, regulation, or action by any governmental authority; (v) national, regional, or global emergency; or (vi) labor stoppages or slowdowns or other industrial disturbances. For clarification, Customer's obligations to pay shall not be subject to a delay based upon Force Majeure.

18. **Governing Law and Venue.** The parties have agreed to remain silent as to governing law and venue.

19. **Assignment.** Neither party may transfer or assign the Agreement or any of its rights, duties, or obligations under the Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

20. **Entire Agreement; Modification.** The Agreement: (i) constitutes the final, complete, and exclusive agreement of the parties concerning the subject matter of the Agreement; (ii) supersedes all prior written and oral agreements, representations and understandings between Cepheid and Customer concerning such subject matter, other than as set forth in a signed written agreement between the parties that, by its terms, is intended to supplement the Agreement; (iii) supersedes all terms and conditions set forth in a PO, except as expressly set forth in these Terms; and (iv) may be modified only by a writing signed by the parties. Each party represents to the other party that in entering the Agreement, it is not relying upon any representation, agreement, warranty, or statement, other than those expressly set forth in the Agreement.

21. **BUDGET ACT AND FISCAL FUND OUT:** In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the Agreement. Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. Customer shall give Cepheid ninety (90) days prior written notice, in the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

22. **NON-EXCLUDED HEALTHCARE PROVIDER:** Cepheid represents and warrants to Customer that it (a) is not excluded from participation in any federal health care program, as defined under 42 U.S.C. § 1320a-7b (f), for the provision of goods or services for which payment may be made under such federal health care programs and (b) to the best of its knowledge, has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such know or should know are excluded from participation in any federal health care program, to provide goods or services

hereunder. Cepheid represents and warrants to Customer that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against Cepheid or to the best of its knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement. (collectively "Exclusions / Adverse Actions").

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name: Cepheid						
(Include d.b.a., if applicable)						
Street Address: 904 Caribbean Dr			Website: WWW.Cepheid.com			
City, State and Zip Code: Sunnyvale CA 94089			POC Name: Jason McCreary			
			Email: jason.mccreary@cepheid.com			
Telephone No: 408 541-4191			Fax No: 408 541-4192			
Nevada Local Street Address:			Website:			
(If different from above) NONE						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

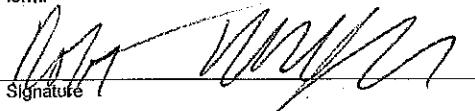
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

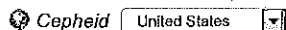
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A		

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 _____ Signature	Robert Uhlfelder _____ Print Name
SVP, Legal & General Counsel _____ Title	June 14, 2018 _____ Date


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Board of Directors

John L. Bishop

Mr. Bishop joined us as Chief Executive Officer and as a director in April 2002. Mr. Bishop served as President and a director of Vysis, Inc., a genomic disease management company that was acquired by Abbott, from 1993 to 2002 and as Chief Executive Officer from 1996 to 2002. From 1991 until 1993, Mr. Bishop was Chairman and Chief Executive Officer of MicroProbe Corporation, a biotechnology company, and, from 1987 until 1991, of Source Scientific Systems, a biomedical instrument manufacturing company. From 1984 to 1986, Mr. Bishop was President and Chief Operating Officer of Gen-Probe, Inc. From 1968 to 1984, Mr. Bishop held various management positions with American Hospital Supply Company and its affiliates, including a three-year assignment in Japan as an Executive Vice President and Chief Executive Officer of International Reagents Corp., a joint venture between American Hospital Supply Company and Green Cross Corporation. Mr. Bishop currently serves as a director of Conceptus, Inc. In addition, he is a member of the Health Section Governing Board of the Biotechnology Industry Organization and a member of the AdvaMed Dx Board, a division of The Advanced Medical Technology Association.

Cristina H. Kepner

Ms. Kepner joined us as a director in May 1998 and was named Lead Independent Director in February 2013. She was with Invemed from 1978 to 2000, where she served in a variety of capacities. Prior to retiring from Invemed Associates, LLC in December 2000, Ms. Kepner served as Executive Vice President and Corporate Finance Director. Ms. Kepner served as a director of Monogram Biosciences, Inc. from May 1996 until August 2009, when it was acquired by Laboratory Corporation of America Holdings, and as a director of Quipp, Inc. from January 1995, including Chairman of the board of directors from April 2004, until June 2008, when it was acquired by Illinois Tool Works Inc.

Thomas D. Brown

Mr. Brown joined us as a director in February 2006. Mr. Brown joined Abbott Laboratories in 1974 as a sales representative in the Company's Diagnostics Division (ADD). From 1977 through 2002, he held numerous sales, marketing, and general management positions of increasing responsibility within ADD. In 1985 he assumed the position of Director of Sales and in 1986 was promoted to Divisional Vice President of U.S. Sales. In 1987 he was named Divisional Vice President and General Manager, Western Hemisphere Commercial Operations and in 1992 he was named Divisional Vice President, Commercial Operations. He was elected Corporate Vice President Worldwide Diagnostic Commercial Operations in 1993. In 1998, Mr. Brown was named Senior Vice President and President Diagnostics Division, a position held until his retirement from Abbott Labs in 2002. Mr. Brown holds a Bachelor of Arts degree from the State University of New York at Buffalo. He also currently serves on the Board of Directors for Quidel Corporation and Stericycle.

Robert J. Easton

Robert Easton joined us as a director in January 2002. Mr. Easton is a co-founder and co-Chairman of Bionest Partners, a specialty medical business consulting firm. Previously he was Chairman of Easton Associates, a Managing Director of IBM Healthcare Consulting and President of The Wilkerson Group. He co-founded and



served as a director of Apex Ventures, a Special Purpose Acquisition Company. Prior to his consulting career Mr. Easton served in managerial roles for the industrial gas and medical products divisions of Union Carbide and Union Carbide Europe.

Thomas L. Gutshall

Mr. Gutshall is co-founder of Cepheid and served as its first CEO, and as Chairman of the Board from August 1996 to February 2013. He was formerly President and COO of CV Therapeutics in Palo Alto. Prior to joining CV Therapeutics in 1995, he was Executive Vice President at Syntex Corporation and a member of the Pharmaceutical Executive Committee. His responsibilities included Syva Company, Syntex Agribusiness, Pharmaceutical and Chemical Operations and Services, Syntex Pharmaceutical Intl. Ltd., and Environmental Health and Safety. Mr. Gutshall also serves as a Director of Silver Bullet Therapeutics and PROFUSA.

Wayne G. Paterson

Mr. Paterson joined us as a Director in April 2015. Mr. Paterson is the Chief Executive Officer and founder at ProCom Rx, a company developing promotional compliance and closed loop marketing platforms for the pharmaceutical industry. From January 2008 to June 2013, Mr. Paterson was employed at Merck Serono, where he served most recently as President, Europe, Canada, Australia, Israel from December 2012 to June 2013 and as Executive Vice President Emerging Markets and Global Head Cardiovascular, Endocrine, Metabolic Medicine from June 2010 to December 2012 and President of Merck Japan from January 2008 to June 2010. Prior to Merck Serono, Mr. Paterson worked at Roche for 10 years. Mr. Paterson also serves as a member of the board of Admedus Ltd. Mr. Paterson brings to our Board approximately 25 years of experience as a senior executive in the international pharmaceutical industry, covering therapeutic areas such as oncology, infectious diseases and cardiovascular and has had extensive operational and financial responsibilities in the emerging, European and U.S. markets.

David H. Persing, M.D., Ph.D.

Dr. Persing first joined us as a director in May 2004, and became our Executive Vice President and Chief Medical and Technology Officer in August 2005. From 1999 to 2005, Dr. Persing was a research executive and Chief Scientific Officer at Corixa Corporation, a Seattle-based biotechnology company, until its acquisition by GlaxoSmithKline. From 1990 to 1999 he was a member of the Clinical and Research Faculty of the Mayo Clinic in Rochester, Minnesota where he conducted research on hepatitis viruses, tick-borne infections and molecular diagnostics. In 1992 he founded and directed the Molecular Microbiology Laboratory at Mayo Clinic. He has authored over 270 peer-reviewed articles and has served as Editor in Chief for four textbooks on Molecular Diagnostics, the most recent of which was published by ASM press in 2011.

Hollings C. Renton

Mr. Renton joined us as a director in March 2000. Mr. Renton retired from Onyx Pharmaceuticals, Inc., a biopharmaceutical and biotherapeutics company, in March 2008, where he had served as a director beginning in April 1992, President and Chief Executive Officer beginning in March 1993 and Chairman of the Board beginning in June 2003. From 1991 to 1993, he served as President and Chief Operating Officer of Chiron Corporation, a pharmaceutical company, following its acquisition of Cetus Corporation. Prior to the acquisition, he served as President of Cetus Corporation from 1990 to 1991 and as Chief Operating Officer from 1987 to 1990. Mr. Renton also serves as a member of the Boards of Directors of Portola Pharmaceuticals and Kythera Biopharmaceuticals. Mr. Renton's extensive experience as the chief executive officer of life sciences companies provides useful management perspective and strategic analysis to our Board deliberations.

Glenn D. Steele Jr., M.D., Ph.D.

Dr. Steele joined us as a Director in 2011. Dr. Steele was President and Chief Executive Officer of Geisinger Health System, a physician-led health care system serving multiple regions of New Jersey and Pennsylvania, from March 2001 thru June 2015. Prior to that, he was at the University of Chicago where he served as the Richard T. Crane Professor in the Department of Surgery, Vice President for Medical Affairs, and Dean of the Biological Sciences Division and of the Pritzker School of Medicine. Dr. Steele serves on the boards of Wellcare Health Plans Inc., xG Health Solutions, Inc. as Chairman, PTC Therapeutics and Ingenious Medicine.



**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue: Interlocal Agreement with Clark County, NV	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Interlocal Agreement with Clark County, NV for sub-recipient grant funding; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5421.006	Fund Name: UMC Pt-Grant-RWC
Fund Center: 3000726300	Funded Pgm/Grant:
Description: HIV Prevention Activities Health Department based program	
Bid/RFP/CBE: N/A	
Term: July 1, 2021 to February 28, 2023	
Amount: UMC to receive NTE \$345,000	
Out Clause: 90 days without cause	

BACKGROUND:

This request is for approval of an Interlocal Agreement where UMC is a sub-recipient of The Department of Health and Humans Services (“HHS”) *Ending the HIV Epidemic: A Plan for America* (EHE) grant funds received by Clark County. The program aims to develop partnerships with community based organizations to assist with Clark County’s efforts in southern Nevada to diagnose and treat patients with HIV, using the Rapid stART program to begin HIV antiretroviral therapy as quickly as possible.

The performance period for reimbursement from this grant is from July 1, 2021 through February 28, 2023.

UMC’s Director of the Wellness Center have reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda
January 19, 2022

Agenda Item #

10

CBE NO. 606081-21

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT herein after referred to as "AGREEMENT" is entered into on this _____ day of _____, 2022 by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter referred to as "UMC" for Rapid Start Program.

WITNESSETH:

WHEREAS, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

1.0 Overview

Ending the HIV Epidemic: A Plan for America (EHE) is a bold and ambitious initiative to reduce the number of new HIV infections in the United States by 90% by 2030. The plan leverages critical scientific advances in HIV prevention, diagnosis, treatment, and outbreak response by coordinating the highly successful programs, resources, and infrastructure.

To achieve the goal of reducing new HIV infections in the United States by 75% by 2025 and 90% by 2030, *Ending the HIV Epidemic: A Plan for America* focuses on four key strategies that together can end the HIV epidemic in the U.S.

1. Diagnose all individuals with HIV as early as possible after infection.
2. Treat people with HIV rapidly and effectively to reach sustained viral suppression.
3. Prevent new HIV transmissions by using proven interventions.
4. Respond quickly to potential HIV outbreaks to get needed prevention and treatment services to people who need them.

Phase 1 of the initiative (2020-2025) is focused in 57 regions hardest hit by the HIV epidemic and Clark County; NV is one of these priority jurisdictions.

As an EHE funding recipient, Clark County has developed an EHE plan that includes the Rapid stART program as a key strategy to Diagnose (1) and Treat (2). Rapid stART refers to starting a patient on HIV antiretroviral therapy (ART) treatment as soon as possible after the diagnosis of HIV infection, preferably on the first clinic visit (and even on the same day the HIV diagnosis is made). Rapid stART may serve to decrease time to viral suppression by removing obstacles to care; supporting equitable access to treatment; and reducing new HIV infections.

2.0 Scope of Project

Rapid stART Early Intervention Services (EIS) aims to increase individuals' awareness of their HIV status, and if needed, facilitate early access to the health care system. Early antiretroviral treatment (ART) is key to better health outcomes and prevention of HIV transmission. The UMC first implemented the Rapid stART Project in 2019 and has been able to expedite the early initiation of antiretroviral treatment (ART), preferably the same day as HIV diagnosis or receipt of referral. Rapid stART consolidates the diagnosis, initial assessment and counseling, medical evaluation and ART prescription in one day. The primary goal of same-day referral is early linkage to a medical provider for evaluation and early initiation of ART. Inherent in this process is an emphasis in client engagement and long-term retention in HIV care as a means to achieve effective and durable community viral suppression.

The PROGRAM is intended to provide at least 350-650 service units to a minimum of 60-80 unduplicated individuals living with HIV.

3.0 Definitions

AIDS (Acquired Immune Deficiency Syndrome) is the late stage of HIV infection that occurs when the body's immune system is badly damaged because of the virus. In the U.S., most people with HIV do not develop AIDS because taking HIV medicine every day as prescribed stops the progression of the disease. A person with HIV is considered to have progressed to AIDS when the number of their CD4 cells falls below 200 cells per cubic millimeter of blood (200 cells/mm³). (In someone with a healthy immune system, CD4 counts are between 500 and 1,600 cells/mm³.) OR they develop one or more opportunistic infections regardless of their CD4 count.

Antiretroviral Therapy (ART) is the treatment for HIV. ART involves taking a combination of HIV medicines (called an HIV treatment regimen) every day. ART is recommended for everyone who has HIV. ART can't cure HIV, but HIV medicines help people with HIV live longer, healthier lives. ART also reduces the risk of HIV transmission.

CAREWare is a free, electronic health and social support services information system for HRSA's Ryan White HIV/AIDS Program recipients and providers. CAREWare was developed by HRSA's HIV/AIDS Bureau and first released in 2000.

Early Intervention Services include 1) targeted HIV testing to help the unaware learn of their HIV status and receive referral to HIV care and treatment services if found to be HIV-infected; 2) referral services to improve HIV care and treatment services at key points of entry; 3) access and linkage to HIV care and treatment services; and 4) Outreach Services and Health Education/Risk Reduction related to HIV diagnosis.

Epic is the PROGRAM's electronic health record. Epic contains key administrative and clinical data such as medical history, demographics, and other data relevant to the patient's care in UMC Wellness.

HIV (*human immunodeficiency virus*) is a virus that attacks cells that help the body fight infection, making a person more vulnerable to other infections and diseases. It is spread by contact with certain bodily fluids of a person with HIV, most commonly during unprotected sex (sex without a condom or HIV medicine to prevent or treat HIV), or through sharing injection drug equipment. If left untreated, HIV can lead to the disease AIDS.

Rapid stART refers to starting a patient on HIV antiretroviral therapy (ART) treatment as soon as possible after the diagnosis of HIV infection, preferably on the first clinic visit (and even on the same day the HIV diagnosis is made). Rapid stART may serve to decrease time to viral suppression by removing obstacles to care; support equitable access to treatment; and reduce new HIV infections.

Viral Suppression is defined as having less than 200 copies of HIV per milliliter of blood. If taken as prescribed, ART reduces the amount of HIV in the body (viral load) to a very low level which keeps the immune system working and prevents illness.

Note: In this document, "client" and "patient" are used interchangeably.

4.0 Target Population and Eligibility Criteria

- a. Individuals who have been newly diagnosed with HIV; or
- b. Individuals who have previously been diagnosed with HIV and are returning to care.

5.0 Services

The purpose of this section is to provide a description of the services UMC is responsible to deliver.

UMC shall:

1. Respond to any internal and external referrals for Rapid stART services.

2. Utilize best practices as a guide in developing and implementing a process of same-day referral to a prescribing health care provider on the same day an HIV diagnosis is given. (Same-day referral consolidates the diagnosis, initial assessment and counseling, medical evaluation and ART prescription in one day.).
3. Provide each patient with culturally and linguistically appropriate individual and/or group health education/risk reduction services, delivered by trained personnel, to help patients:
 - a. understand and self-manage their diagnosis;
 - b. orient them to RW and non-RW services in the community; and
 - c. any other topics that will help engage and retain patients in care.
4. Educate area medical providers and community partners on Rapid stART and related resources.
5. Provide each patient with the Living Well handbook for additional information on managing HIV.
6. Provide each patient with a list of providers for care needed and based on client's preference.
7. Assess patients' eligibility for RW and other needed services.
8. Document all services and referrals provided to Rapid stART patients in the CAREWare system.

Additionally, UMC shall:

- Continue to tap into its established network of internal and external providers and partners to address patients' holistic needs for medical and supportive services and to decrease barriers to care; including:
 - o Internal stakeholders - Ryan White (RW) care team and applicable other resources under the UMC umbrella.
 - o External partners - Ryan White funders, Community Based Organizations, community partners (both RW and non-RW funded agencies in the community), and other resources that provide assistance to people living with HIV (PLWH).
- Take factors into consideration that can increase the time from diagnosis to first clinic visit including both systemic and individual factors, such as delayed referral to the clinic; lack of resources needed for immediate linkage and ART start such as uninsured or underinsured status; pending RW eligibility status; and patient request for confidential services/not to use insurance.
- Support and integrate inclusion of client preferences as an essential priority of the PROGRAM. Client-specific factors may include client readiness for initiation of care and/or other special circumstances.

6.0 Responsibilities of UMC

The purpose of this section is to provide a description of how UMC is expected to utilize the allocated funding to provide the highest quality of service based on HRSA HAB guidelines and monitoring standards set forth to meet the necessary service provisions of the grant.

A. Program Administration & Development - UMC shall:

- Ensure the PROGRAM is operated in accordance with:
 - o Applicable Nevada Revised Statutes and Nevada Administrative Code;
 - o Conditions of Award (COA) set forth by HRSA;
 - o Terms and conditions set forth by HRSA in the applicable Notice of Funding Opportunity (NOFO);
 - o Southern Nevada's Rapid stART protocols;
 - o Applicable Service Standards and Policies and Procedures of the Las Vegas Transitional Grant Area;
 - o All other applicable federal, state and local regulations.

- Actively participate in the community's Rapid stART Learning Collaborative with the University of California, San Francisco. This includes actively participating in learning sessions, action periods, technical assistance sessions, planning meetings and other related activities.
- Ensure that UMC, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- Ensure, to the maximum extent practicable, that PLWHA, through employment, provision of volunteer services, and providing supportive services for the PROGRAM.
- Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff to client ratios. Staffing should be comprised of a multi-disciplinary team.
- Ensure all appropriate staff is trained in relevant best practices.
- Ensure all appropriate staff is trained in the use of CAREWare
- Ensure that incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.

B. Data, Reporting and Quality Assurance - UMC shall:

- Develop and implement a quality assurance plan to facilitate client feedback on quality of services, which must include at least one of the following: client satisfaction surveys during and at the completion of service delivery; development of a client advisory council which has the ability to meet on a regular basis to discuss service delivery issues; and/or regularly-scheduled opportunities to meet with agency leadership to discuss programs. UMC will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly when submitting quarterly reports.
- Submit quarterly reports to the COUNTY describing:
 1. the PROGRAM'S progress toward accomplishing Rapid stART activities;
 2. data and analysis related to performance outcomes established in this Scope of Work; and
 3. data and analysis related to patient feedback obtained during the quarter.

C. Fiscal - UMC will:

- Submit to COUNTY's authorized representative a monthly Request for Reimbursement by the 15th calendar day of each month for the previous month's services.
- Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and account for grant funds in order to ensure that all financial transactions are conducted. Maintain financial records pertaining to all matters relative to the Scope of Work in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion or termination of this Scope of Work, whichever comes first. Delineate how multiple funding sources for services are allocated appropriate for its designated intended service. All such records relating to any analysis or audit performed relative to this Scope of Work shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that UMC no longer operates in Nevada, it shall be required to deliver a copy of all records relating to this Scope of Work with the COUNTY to be retained by the COUNTY and UMC.

CCSS shall evaluate the UMC'S performance under this Scope of Work on a regular basis. Such evaluation may include assessing the UMC'S compliance with the Scope of Work and performance outcomes and may occur monthly, quarterly, semi-annually, and/or annually.

7.0 Performance Outcomes

All outcomes align with Clark County's EHE Plan:

Goal 1: Increase access to care and improve health outcomes for patients newly diagnosed with HIV.		
Goal 1, Objective 1: By February 28, 2023, 90% of clients who received a new diagnosis of HIV and referred to UMC Wellness will have a completed medical visit with an HIV UMC within 30 days of diagnosis, preferably within same day of referral.		
Activities	Date due by	Documentation
1. Program will maintain a dedicated phone for direct patient referrals, to be answered by assigned staff during business hours. Number of calls received, and disposition of each will be documented to compare month-to-month rates.	Ongoing, throughout the grant period	Phone Number Program log
2. Program will prioritize newly diagnosed patients referred to the clinic in order to be seen by a UMC the same day as referral date.	Ongoing, throughout the grant period	CAREWare, Epic
4. Program team will collaborate with Informatics and Epidemiology departments to ensure accurate data collection and reports.	Ongoing, throughout the grant period	CAREWare, Epic
5. Program will continuously evaluate workflow to minimize barriers to same-day or expedited appointment.	Ongoing, throughout the grant period	Regular meetings, case conferences and QM team minutes
Evaluation: Periodic CAREWare and Epic chart review and project staff meetings to determine progress toward goals and objectives. Reports will be included in Quarterly progress reports submitted to CCSS/EHE. Numerator: number of patients seen by a UMC within 1) 24 hours and 2) 30 days from date of diagnosis. Denominator: number of Rapid stART-eligible patients who were referred to UMC Wellness within the grant period. Rapid stART eligible patients are those have a new HIV diagnosis within the last 30 days.		

Goal 1, Objective 2: By February 28, 2023, 90% of clients who received an initial medical evaluation by the HIV specialist will start ART within 24 hours of the UMC Wellness HIV specialist/UMC visit, if no contraindications.		
Activities	Date due by	Documentation
1. CHWs or designated staff will facilitate care team communication to fully prepare for the first office visit of a new referral.	First client visit	CAREWare, Epic
2. Patients will receive assessment for Universal Ryan White eligibility and instructions on what documents are needed to complete the eligibility process at next visit.	First client visit	CAREWare, Epic
6. All efforts will be made to access all needed resources for linkage to care and ART start to occur within the first day of visit, or within 30 days at the most. Options may include use of sliding fee scale for office visit, patient assistance program, starter packs, or communication with funder if exceptions may be needed.	First visit and ongoing, throughout the grant period	CAREWare, Epic
7. Program will ensure that Universal RW eligibility determination is completed, as soon as possible, preferably within 30 days.	First visit or within 30 days	CAREWare, Epic
Evaluation: Periodic CAREWare and Epic chart review and project staff meetings to determine progress toward goals and objectives. Reports will be included in Quarterly progress reports submitted to CCSS/EHE. Numerator: number of patients started on ART within 24 hours of the first UMC visit. Denominator: number of patients who received an initial medical evaluation by a prescribing UMC at UMC Wellness.		

Goal 1, Objective 3: By February 28, 2023, 90% of clients who started ART at UMC Wellness will remain engaged in care and become virally suppressed within three months of ART initiation.		
Activities	Date due by	Documentation
1. Using a team approach, the PROGRAM will coordinate with both the RW care team and the patient to decrease barriers to adherence. This will be documented in the Individualized Service Plan (ISP).	Ongoing, throughout grant period	CAREWare, Epic; paper chart/ scans, ISP
2. Nurse Navigators or clinic nurse will call patient within 2-5 days of ART start to check for side effects or other problems that will affect adherence to daily ART.	Within 2-5 days of ART initiation	CAREWare, Epic
3. CHW will work under the program leadership or a medical case manager to ensure appropriate level of care is provided to patient.	Ongoing, throughout grant period	CAREWare, Epic
4. Clinic nurse or other designated staff will make reminder phone calls for patient appointments/ missed appointments.	Ongoing, throughout the grant period	CAREWare, Epic
5. RW care team will review viral suppression rate for Rapid stART patients quarterly and annually.	Ongoing, throughout the grant period	CAREWare, Epic
Evaluation: Viral load suppression reports at three months of ART initiation utilizing Epic. Numerator: number of patients who initiated ART at UMC Wellness within the last three months and who have a viral load <200. Denominator: number of patients started on ART under the UMC Wellness Rapid Project within the last 3 months. Exclusions: unable to locate, moved out of jurisdiction, or declined further follow-up.		

Goal 1, Objective 4: By February 28, 2023, the PROGRAM will provide outreach and Health Education services to patients participating in Rapid stART project and to the community.		
Activities	Date due by	Documentation
1. Patient will receive health and risk reduction education related to HIV diagnosis from trained personnel.	Ongoing, throughout grant period	CAREWare, Epic
2. Patient will be provided the Living Well handbook for additional information on managing HIV. Topics will be discussed with patient based on their preference.	Within 2-5 days of ART initiation	CAREWare, Epic
3. Patients will be provided list of other UMCs in the community if UMC Wellness cannot provide the service and based on patient preference.	Ongoing, throughout grant period	CAREWare, Epic
4. Program staff will participate in the community wide Rapid stART initiative and align activities to mutually enhance efforts.	Ongoing, throughout grant period	Community-wide Rapid stART minutes
Evaluation: Activity report on outreach and health education services to individuals and community. 1) Completed educational packet to be handed out to 1) individual patients and to 2) community partners. 2) Number of venues/community partners who were educated on Rapid stART services, minimum of 10. 3) Minimum of two focus group and/or satisfaction survey analysis reported to leadership and CCSS/EHE.		

Number of unduplicated clients to be served: 60-80	Number of service units to be provided: 350-650
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8.0 References

- [Guidelines for the Use of Antiretroviral Agents in Adults and Adolescents with HIV.](#)
- [Rapid ART Program Initiative: How immediate ART initiation improves health outcomes.](#)
- [Ending the HIV Epidemic](#)
- [What is Ending the HIV Epidemic: A Plan for America](#)
- [What are HIV and AIDS?](#)
- [HIV Treatment: The Basics](#)
- [Las Vegas TGA, Ryan White Service Standards and Policies & Procedures](#)
- [Viral Suppression](#)

ARTICLE II: TERM OF AGREEMENT

Commencing from the date of execution of AGREEMENT, the term shall be from July 1, 2021 through February 28, 2023. Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving ninety (90) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30th of the current fiscal year. Termination due to the failure of COUNTY or UMC to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30th of the fiscal year for which monies were appropriated for their operations.

ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE

COUNTY agrees to pay UMC for performance of services described in the Scope of Work not-to-exceed the amount of \$345,000. The COUNTY'S obligation to pay UMC cannot exceed this amount. It shall be UMC'S responsibility to ensure the hours and tasks are properly budgeted, so the entire PROGRAM is completed for the said not-to-exceed amount. UMC shall submit to COUNTY a monthly invoice and summary of services in a format provided by the COUNTY.

Upon compliance with the requirements in the Scope of Work, UMC shall be compensated based on the line item budget as outlined in the Budget section below.

Remuneration will remain on a reimbursement basis unless specifically waived by COUNTY. Reimbursement will be paid after eligible expenses have been incurred and expended in conformance with this Scope of Work.

The table below reflects a budget that corresponds to the Scope of Work:

Time Period	Amount
July 1, 2021 - February 28, 2022	\$ 115,000
March 1, 2022 - February 28, 2023	\$ 230,000
TOTAL	\$ 345,000

If COUNTY rejects an invoice as incomplete, UMC will be notified within thirty (30) calendar days of receipt and UMC will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted via email to: CCHIVFiscal@ClarkCountyNV.gov

UMC must notify COUNTY in writing of any changes to UMC'S remit payment address or other pertinent information that may affect issuance of payment, and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

ARTICLE IV: FISCAL FUNDING OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

ARTICLE V: AMENDMENT / ENTIRE AGREEMENT

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and UMC relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

ARTICLE VI: SUBCONTRACTS

AGREEMENT is entered into to secure the services of UMC. Services specified in this AGREEMENT shall not be subcontracted by UMC without the written consent of COUNTY.

ARTICLE VII: ASSIGNMENTS

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties, and executed with the same formality as attending this original.

ARTICLE VIII: NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY:	Clark County Social Service Attention: Heather Shoop, Assistant Manager 1600 Pinto Lane Las Vegas, Nevada 89106
To UMC:	UMC Attention: Legal Department, Contracts Division 1800 W. Charleston Boulevard Las Vegas, Nevada 89102
With Copy To:	UMC Wellness Center Attention: Amy Runge, Ambulatory Clinic Manager 701 Shadow Lane Las Vegas, Nevada 89106

ARTICLE IX: POLICIES AND PROCEDURES

UMC agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and UMC.

ARTICLE X: INSURANCE

UMC agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

ARTICLE XI: WAIVER AND SEVERABILITY

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or

unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

ARTICLE XII: LAW OF VENUE

AGREEMENT shall be governed by the laws of the State of Nevada.

ARTICLE XIII: REFERRAL, DISCLAIMER, AND STATEMENT OF ELIGIBILITY

The Parties acknowledge that patients have the right of freedom of choice to choose a vendor for services, including health care services from licensed health care UMCs. The Parties shall take such reasonable steps as may be necessary and appropriate to ensure such freedom of choice, including advising the patient as to the availability of such services from other sources in the community and conforming to all requirements of law.

The Parties acknowledge that the payment or receipt of any remuneration, direct or indirect, to induce the referral of any patient or for the purpose of purchasing either goods or services reimbursable under the federal Medicare or state Medicaid programs is prohibited. The Parties expressly agree that no purpose of this AGREEMENT is to induce referrals or health care business.

The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are : i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

COUNTY OF CLARK:

BY: _____
JAMES B. GIBSON, CHAIR
Clark County Commissioners

UNIVERSITY MEDICAL CENTER OF SOUTHERN
NEVADA:

BY: _____
MASON VAN HOUWELING
Chief Executive Officer

ATTEST:

BY: _____
LYNN MARIE GOYA
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: _____
ELIZABETH A. VIBERT
Deputy District Attorney

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue:	Amendment 1 to Client Agreement with FocusOne Solutions, LLC	Back-up:
Petitioner:	Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment 1 to Client Agreement with FocusOne Solutions, LLC for professional temporary and direct hire staffing services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: Various Funded Pgm/Grant: N/A
Description: Professional Temporary and Direct Hire Staffing Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: Amendment 1 – DOA through end of Term
Amount: Amendment 1 – additional NTE \$15,600,000 per year or potential additional aggregate (initial Term with extension option) is \$46,800,000; the new NTE total cost is \$25,000,000 per year for three (3) years
Out Clause: 60 days w/o cause

BACKGROUND:

Since April 2006, UMC has had an agreement with FocusOne Solutions, LLC (“FocusOne”) to provide temporary and direct hire staffing of clinical professionals in critical need areas of the hospital (“services”).

On June 1, 2021, the Board of Hospital Trustees approved a new Agreement with FocusOne for the same services with the NTE cost of \$9,400,000 per year. The Agreement Term is from July 1, 2021 through June 30, 2023 with the option to extend for one (1) year unless terminated with a 60-day written notice.

Due to competitive market conditions and unforeseen costs of nurse travelers during this COVID-19 pandemic, this Amendment 1 requests to (a) update the compensation percentage of FocusOne from 15% to 25% of hired Professional's projected first year total compensation as an employee of hospital; (b) increase the budget of the Agreement to add an additional \$15,600,000 per year to be effective July 1, 2021; and (c) update Attachment A's Direct Hire Placement Fee from 15% to 25%.

Cleared for Agenda
January 19, 2022

Agenda Item #

11

UMC's Chief Nursing Officer, Cardiology Services and Patient Placement Director, and Human Resources Operations Director have reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

FocusOne currently holds a Clark County business license.

AMENDMENT ONE TO CLIENT AGREEMENT

This Amendment One ("Amendment") is made and entered into as of this _____th day of February, 2022, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "UMC") and FOCUSONE SOLUTIONS, LLC (hereinafter referred to as "FOS").

RECITALS:

WHEREAS, the parties entered into a Client Agreement dated June 1, 2021 (hereinafter referred to as "Agreement") for professional temporary and direct hire staffing services; and

WHEREAS, the parties desire to amend the Agreement with this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 3.1, Provision of Direct Hire Professionals, shall be deleted in its entirety and replaced with the following:

In the event of a direct hire placement, Client shall enter into an employment agreement directly with the Professional. Client agrees to pay a fee of 25% of Professional's projected first year total compensation as an employee of Client. Client will be invoiced upon Professional's start date with Client and payment is due sixty (60) days from invoice date. FOS guarantees all full-time placements for the first ninety (90) days of employment from the start date. During the guarantee period, FOS or its AP(s) will locate and present additional replacement candidates of comparable qualification at no additional charge, provided FOS is notified in writing within fifteen (15) calendar days of termination and the termination is through no fault of Client.

2. Section 14.6, Billing and Payment, the funding of the Agreement is hereby amended to add an additional not-to-exceed amount of \$15,600,000.00 per year or a new not-to-exceed total amount of \$25,000,000 per year for the Term of the Agreement to be effective July 1, 2021.
3. Attachment A, Rate Schedule, the following positions shall be deleted in its entirety and replaced with the following:

Position	Inclusive* Travel Hourly Bill Rate	Inclusive* Per Diem/Local Hourly Bill Rate	Inclusive* COVID Travel Hourly Bill Rate
	NURSING BILL RATES		
RN Direct Hire Placement Fee	No fee after 13-week assignment with minimum of 30 hours weekly. 25% of first year's compensation if direct hire.		
	ALLIED HEALTH BILL RATES		
Allied Direct Hire Placement Fee	No fee after 13-week assignment with minimum of 30 hours weekly. 25% of first year's compensation if direct hire.		

4. This Amendment may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to the Amendment electronically (including without limitation by facsimile transmission or by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.
5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment, the terms and conditions of this

Amendment shall govern, prevail, and control. All references to the Agreement shall include this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment One as of the date first set forth above.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

FOCUSONE SOLUTIONS, LLC

By:

Mason Van Houweling
Chief Executive Officer

By:


Chris Ahl
Risk Manager

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name:		FocusOne Solutions, LLC				
(Include d.b.a., if applicable)						
Street Address:		13609 California Street, Suite 500		Website: www.focusonesolutions.com		
City, State and Zip Code:		Omaha, NE 68154		POC Name: Amanda Hileman Email: ahileman@focusonesolutions.com		
Telephone No:		402-704-1125		Fax No:		
Nevada Local Street Address: (If different from above)		1120 Almond Tree Ln, Unit 106		Website: www.focusonesolutions.com		
City, State and Zip Code:		Las Vegas, NV 89104		Local Fax No:		
Local Telephone No:		800-856-6574		Local POC Name: Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

 Signature	Chris Ahl Print Name
Risk Manager	05/11/2021 Date
Title	Date

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM**

Issue: Emerging Issues	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Audit and Finance Committee identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
January 19, 2022

Agenda Item #

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