UMC Governing Board Meeting

Wednesday, March 30, 2022 2:00 p.m.

Delta Point Emerald Suite

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
March 30, 2022, 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, March 30, 2022, commencing at 2:00 p.m. at the location listed above to consider the following:

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 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, Governing Board Secretary, at (702) 765-7949. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Governing Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Governing Board members at the meeting will be heard in order.

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 Board 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 Board wishes to extend the length of a presentation, this will be done by the Chair or the Board by majority vote.

2. Approval of Minutes of the meeting of the UMC Governing Board held on February 23, 2022. *(Available at University Medical Center, Administrative Office) (For possible action)*

3. Approval of Agenda. *(For possible action)*

SECTION 2: CONSENT ITEMS

4. Approve the February 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on February 22, 2022; and take action as deemed appropriate. *(For possible action)*

5. Approve and authorize the Chief Executive Officer to sign the Hospital Agreement, and exercise any extension options with Alignment Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

6. Ratify the Retinopathy of Prematurity Agreement with Bruce E. Snyder, M.D., and authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

7. Approve and authorize the Chief Executive Officer to sign the First Amendment to the Product Supply Agreement with Praxair Distribution, Inc.; or take action as deemed appropriate. *(For possible action)*

8. Approve and authorize the Chief Executive Officer to sign the Amendment No. 3 to Contract for Medical Core & Support Services for HIV/AIDS Infected & Affected Clients in Las Vegas, Ryan White, Transitional Grant Area with Clark County, Nevada to renew Ryan White Part A services; authorize the Chief Executive Officer to accept any additional partial awards of grant funds to UMCSN; or take action as deemed appropriate. *(For possible action)*

9. Approve and authorize the Chief Executive Officer to sign the Provider Agreement between Board of Regents on behalf of the College of Southern Nevada and University Medical Center of Southern Nevada for dental services to Ryan White participants; authorize the Chief Executive Officer to exercise any extension/renewal option; or take action as deemed appropriate. *(For possible action)*

10. Approve and authorize the Chief Executive Officer to sign the Third Amendment to Agreement, and exercise any amendments or extension options with Shannon Kane-Saenz for Data Engineering Consultation; or take action as deemed appropriate. *(For possible action)*

11. Approve and authorize the Chief Executive Officer to sign the Service Agreement, and exercise any extension options with American Sign Language Communication for language interpretation services; authorize the Chief Executive Officer to exercise amendments or extension options within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

12. Approve and authorize the Chief Executive Officer to sign the Amendment One to Professional Service Agreement for Architectural Design of UMC's exterior campus façade with Brad Henry Friedmutter & Associates, Ltd. d/b/a Friedmutter Group; or take action as deemed appropriate. *(For possible action)*

13. Approve and authorize the Chief Executive Officer to sign the Services Agreement, and exercise any extension options with EV&A Architects for Architectural Design and Engineering Services to support UMC's Trauma Feasibility Study Project; or take action as deemed appropriate. *(For possible action)*

14. Award Bid No. 2021-07 South Tower and Round Wing Cast Iron Piping Replacement to Monument Construction, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to sign Bid No. 2021-07 and exercise any extension options; or take action as deemed appropriate. *(For possible action)*

15. Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Third Amendment to Interlocal Medical Office Lease the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Kirk Kekorian School of Medicine at UNLV for rentable space for the UMC Wellness Center at the Lied Building located at 1524 Pinto Lane; or take action as deemed appropriate. *(For possible action)*

16. Approve and recommend for ratification by the Board of Hospital Trustees for University Medical Center of Southern Nevada the First Amendment to the Lease Agreement with METEJEMEI, LLC for rentable space for the UMC Quick Care and Primary Care at 5860 Losee Road; or take action as deemed appropriate. *(For possible action)*

17. Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment Two to Amended and Restated Professional Services Agreement for Anesthesiology Clinical Services with Robert B. McBeath, M.D., PC d/b/a OptumCare Anesthesia; or take action as deemed appropriate. *(For possible action)*

18. Approve the M-Plan revisions as recommended by the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. *(For possible action)*

19. Approve the Amendment to UMC's CEO contract to coincide with the recommended M-Plan revisions as recommended by the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. *(For possible action)*

20. Recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the settlement in the matter of District Court Case No. A-17-758800-C, entitled *Dominador Corpuz, et al. v. University Medical Center of Southern Nevada, et al*; and authorize the Chief Executive Officer to execute any necessary settlement documents. *(For possible action)*

SECTION 3: BUSINESS ITEMS

21. Receive Ethics training from Ross E. Armstrong, Esq., Executive Director of Nevada Commission on Ethics; and take any action deemed appropriate. *(For possible action)*

22. Review and discuss the Governing Board 2022 Action Plan, to include an update on the global supply chain challenges and the effects on UMC; and take any action deemed appropriate. *(For possible action)*

23. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*

24. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

25. Receive the monthly financial report for February FY22; and take any action deemed appropriate. *(For possible action)*

26. Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV, Las Vegas; and take any action deemed appropriate. *(For possible action)*

27. Receive an update from Kate Martin, MD, MPH, MBA, Associate Dean for Graduate Medical Education at the Kirk Kerkorian School of Medicine at UNLV, Las Vegas; and take any action deemed appropriate. *(For possible action)*

28. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

SECTION 5: CLOSED SESSION

30. Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities; and direct staff accordingly. *(For possible action)*

COMMENTS BY THE GENERAL PUBLIC

A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No action may be taken on a matter not listed on the posted 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.

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

UMCSN ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMCSN GOVERNING BOARD. 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 UMCSN ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE BOARD, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMCSN ADMINISTRATION.

THE BOARD 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
February 23, 2022

Emerald Conference Room
Delta Point Building – 1st Floor
901 S. Rancho Lane
Wednesday, February 23, 2022
2:00 PM.

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:07 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:
John O'Reilly, Chair – via WebEx
Donald Mackay, M.D., Vice-Chair
Laura Lopez-Hobbs
Christian Haase
Renee Franklin – via WebEx
Robyn Caspersen
Harry Hagerty
Jeff Ellis – via WebEx
Mary Lynn Palenik – via WebEx

Ex-Officio Members:

Present:
Barbara Fraser, Ex-Officio
Dr. Marc Kahn Dean, Kirk Kerkorian SoM at UNLV
Dr. Meena Vohra, Chief of Staff

Absent:
None

Others Present:
Mason VanHouweling, Chief Executive Officer
Jennifer Wakem, Chief Financial Officer
Tony Marinello, Chief Operating Officer
Kurt Houser, Chief Human Resource Officer
Susan Pitz, General Counsel
Ron Roemer, Director of Clinical Research and Compliance
Danita Cohen, Chief Experience Officer
Shana Tello, Academic and External Affairs Administrator
Stephanie Ceccarelli, Board Secretary
Staff from the Healthy Living Institute
Pat Kelly, President and CEO, Nevada Hospital Association
Kevin Schiller, Deputy County Manager, Clark County

Joanna Jacob, Government Affairs Manager, Clark County
Matthew Driscoll, R&R Partners, Government Affairs Communications Director

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

Chair O'Reilly asked if there were any persons present in the audience wishing to be heard on any item on this agenda.

Speakers: None

At this time, Chair O'Reilly turned the meeting over to Vice Chair Mackay to continue running the meeting.

ITEM NO. 2 Approval of Minutes of the regular meeting of the Governing Board on January 26, 2022. *(Available at University Medical Center, Administrative Office) (For possible action)*

FINAL ACTION:
A motion was made by Member Hobbs that the minutes be approved as presented. Motion carried by unanimous vote.

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

FINAL ACTION:
A motion was made by Member Hobbs that the agenda be approved as presented. Motion carried by unanimous vote.

SECTION 2. CONSENT ITEMS

ITEM NO. 4 Approve the February 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on February 22, 2022. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- February 2022 Credential Packet

ITEM NO. 5 Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meeting held on December 1, 2021; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- December Hospital Policies and Procedures

DRAFT

ITEM NO. 6 Approve the Basic Financial Statements and Single Audit Information from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- UMC Basic & Single Audit Packet

ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Supply Agreement and its Schedules and Exhibits with Shoulder Innovations for the purchase of shoulder surgery implants; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Supply Agreement
- Disclosure of Ownership

ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the Amendment Two to RFP2019-16 Service Agreement with Aargon Agency, Inc. d/b/a Aargon Collection Agency for collection agency self-pay bad debt services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Amendment 2 to Service Agreement

ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Fourth Amendment to Agreement with Change Healthcare Technologies, LLC for renewal of the InterQuallicenses, training and certifications; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Amendment

ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Amendment One to SmartForce Workforce Management Software Agreement with Ability Network, Inc. Grant authority for Chief Executive Officer to execute any Amendment or extension within his delegation; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Amendment 1 to Order Form
- Disclosure of Ownership

ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Service Agreement, and exercise any extension options with CyraCom International, Inc. for Translation Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Services Agreement

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- Disclosure of Ownership

ITEM NO. 12 Approve and authorize the Chief Executive Officer to sign the Amendment 3 to the Federal Demonstration Partnership (FDP) Cost Reimbursement Subaward for the Western Regional Alliance for Pediatric Emergency Management Program with The Regents of the University of California, San Francisco; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**

- Subaward Amendment

ITEM NO. 13 Approve and authorize the Chief Executive Officer to sign the Second Amendment to the Provider Agreement, and exercise any extension options with Specialized Delivery Services for Courier Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Amendment 2 to Provider Agreement
- Disclosure of Ownership

ITEM NO. 14 Approve and authorize the Chief Executive Officer to sign the Renewal Change Order, and exercise any extension options with RQI Partners, LLC for the Resuscitation Quality Improvement Program; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Quote
- Program Renewal Change Order
- Disclosure of Ownership

ITEM NO. 15 Approve and authorize the Chief Executive Officer to sign the Amendment Three to Professional Services Agreement for Hematology and Medical Oncology Clinical Coverage with Robert B. McBeath, M.D., PC d/b/a OptumCare Cancer Care; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Amendment 3

FINAL ACTION:

A motion was made by Member Hagerty to approve Items 4-15 on the Consent agenda as recommended. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 16 Introduction and opening comments from Chairman John O'Reilly regarding the Governing Board 2022 Action Plan; and direct staff accordingly. *(For possible action)*

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DOCUMENT(S) SUBMITTED**:**
- None submitted

Chairman O'Reilly provided brief introductory comments regarding the purpose of the agendized Governing Board Action Plan items for today's meeting, which are a result of the survey items that the Board Members would like to focus on and address throughout the year.

FINAL ACTION:
None

ITEM NO. 17 Review UMC's Mission, Vision and Values and discuss updates, if any; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

Mr. Van Houweling provided a review of UMC's Mission, Vision and Values. He encouraged that any follow-up could be provided to the committees and staff to revisit and refine as necessary. UMC Mission Vision and Values are reviewed during the orientation process for all new hires.

He provided a breakdown of what UMC's Mission is, which is to serve the community by providing patient-centered care in a fiscally responsible and learning focused environment. Our vision is to be the premier academic health center. UMC partners with UNLV to reach this goal. The values that encompass compassion, accountability, integrity and respect were highlighted.

The for pillars of UMC are experience, excellence, employees and economics, which are the core values that continue to support the organization.

FINAL ACTION:
None

ITEM NO. 18 Receive a presentation on outreach efforts provided by UMC's Healthy Living Institute to meet the Southern Nevada community's health needs; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

Danita Cohen, Chief Experience Officer, introduced members of the Healthy Living Institute and gave an overview of some of the activities and education the Healthy Living Institute provides to the community.

HLI has been educating the community for over 20 years. Some activities center around pre-natal classes, providing childbirth education, baby basics and

infant/child CPR education, etc. HLI also provides community education classes like Daddy Boot Camp classes for new fathers, Safe Sitter classes for youths, and Float Like a Duck, which is a community partner event providing instruction regarding drowning, burn prevention, hands only CPR and water preparedness.

Other programs that were discussed include Car Seat Safety, a variety of wellness exercise classes, biking safety, social events that are exclusive to seniors in the community and wellness and injury prevention. Ms. Cohen highlighted that HLI has performed over 10K tests and vaccines. All of the programs represent UMC.

FINAL ACTION:
None

ITEM NO. 19 Receive a presentation from Ron Roemer, Director of Clinical Trials Research, regarding the Clinical Trials Research year in review and future activities; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Power Point Presentation

DISCUSSION:

Ron Roemer provided a year in review of the research activities taking place with Clinical Trials Research in the Clinical Trials Office (CTO) and the Institutional Review Board (IRB).

The IRB membership is made up of 8 primary voting members, 5 alternate members and 1 non-scientific member from the community. Members vary from different therapy areas including doctors, nurses and pharmacy. Slides presented showed 263 active IRB studies broken down by facility, department and study type. The largest group studies run by UMC oncology, orthopedic surgery, emergency medicine and pediatrics and the largest groups run by UNLV are surgery and trauma, pulmonary critical care, pediatric surgery and internal medicine. There were a total of 255 IRB submissions processed between December 1, 2020 and November 30, 2021. A breakdown of the types of submissions was provided.

The CTO manages the operations and compliance of trials conducted at UMC for reimbursement. A breakdown of active CTO studies by department, as well as screenings and enrollments by departments was provided.

Member Hagerty stated that this is an opportunity for collaboration between UMC and the medical school.

Dean Kahn added that the school would like to expand clinical trials and this is a key area for alliance and strategy.

FINAL ACTION:

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None

ITEM NO. 20 Discuss current and pending legislation impacting UMC and the healthcare industry and discuss 2022 legislative goals; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

Shana Tello, Academic and External Affairs Administrator provided a review of the legislation that is currently impacting UMC, as well as the healthcare industry as a whole, the challenges that are experienced, and the goals for the upcoming legislative session. The intent is to provide safe quality care to patients. The focus is centered around patient protection efforts, transparency, and healthcare transactions. Updates were provided on governmental activities and initiatives that UMC is currently working on. There were over 90 bills that were presented during the last legislative session.

Ms. Tello next shared a list of those individuals on UMC's legislative team and the committees that they represent. A high level overview of some of the current legislative and governmental activities that UMC supported or opposed was shown, as well as the future legislative goals and healthcare industry initiatives.

Pat Kelly, President and CEO of the Nevada Hospital Association, thanked the Board for their service to the hospital during these difficult and challenging times. He spoke about the number one issue of hospitals, which is staffing. Nevada needed over 4K RNs and over 3K LPNs to meet the national average. Every state is experiencing problems. Other areas of the hospital are also suffering. A comprehensive look at hospital needs are being discussed. He added that there are several hospitals that are near trouble. The Nevada Healthcare Quarterly Report website lists financial situation hospitals in Nevada. Behavioral health services are suffering greatly. He provided updates on the following bills: SB329 – Mergers and Acquisitions, SB248 – Medical Debt and SB420 – Public Option.

Kevin Schiller, Deputy County Manager, Clark County, stated that behavioral health, substance abuse and housing causes UMC to be the last stop. This ties up the ERs and drives up costs. The goal is to create resources. A pilot program, which will embed care teams with metro has been created to create joint response. COVID has created an opportunity to deliver this service. The discussion continued regarding the focus on programs to assist the homeless, those with substance abuse and those that are COVID impacted. The discussion continued regarding the partnership with managed care organizations and social service efforts. Other areas of focus are the lack of mental health treatment services in the state and those that are undocumented or uninsured.

Joanna Jacob, Government Affairs Manager, Clark County, provided a high level overview of the Children's Behavioral Health Committee which address the emerging behavioral and mental health issues of children. Child Haven supports

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children who come into county custody for short term care until placement can be found. She describes some of the issues that have been experienced due to unmet mental health needs for children. A pilot program is being created to report out on the particular needs of youth in the community and provide accurate reporting of beds needed. Quick Care clinics will also be able to report. The pilot will be to demonstrate the feasibility of reporting this data. Mr. Schiller highlighted that Child Haven is a licensed child care facility.

Matthew Driscoll, R&R Partners, Government Affairs Communications Director stated that there are a couple of milestones. He anticipates that the next legislative session will be very busy and candidates seeking to serve in 2023 have to register by March 18th and go through primary elections on June 14th. UMC is engaged and committed to be closely involved in the coming legislative session.

Mr. Van Houweling thanked the panel for their time and support.

FINAL ACTION:
None

ITEM NO. 21 Receive a report from the Governing Board Human Resource and Executive Compensation Committee and discuss 2022 initiatives; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

Kurt Houser presented the summary of the HR meeting held on January 31, 2022. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee reviewed and discussed FY22 CEO Goals for Human Resources and the status on achieving those goals. An action plan to review the engagement survey results has been developed and will be reviewed with leadership. Other goals discussed include improving onboarding processes, implementing market adjustments and succession planning. He stated that the goals are on track for being met.

The Committee next drafted changes to the management plan.

Finally, the Committee discussed and approved staffing for critical care areas.

There were was no emerging issues. There was no public comment and the meeting adjourned at 3:05 PM.

FINAL ACTION:
None

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ITEM NO. 22 Receive a report from the Governing Board Strategic Planning Committee and discuss 2022 initiatives; and take any action deemed appropriate. *(For possible action)*

DISCUSSION:

Member Hagerty provided a report on the activities and priorities of the Strategic Planning Committee held on February 3, 2022.

There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

He stated that the strategic direction of UMC is to become, together with the Kirk Kerkorian School of Medicine at UNLV, the leading Academic Medical Center in Southern Nevada.

The Committee receive a report on the UMC service lines and their performance. CEO goals were summarized and the status of how the goals are being tracked was provided. There is good progress being made in achieving these goals.

Next, there was a brief review of the status of the FY23 budget and also discussion regarding telehealth implementation, and strategic next steps regarding the services that will be provided. An update on the façade masterplan was given.

There was an emerging issue about what the hospital of the future looks like. There was no public comment and the meeting adjourned at 10:59 am.

FINAL ACTION:
None

ITEM NO. 23 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee and discuss 2022 initiatives; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

At this time, Vice Chair Mackay provided the Clinical Quality report.

The meeting was held on February 7, 2022 at 3:03 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

An update on COVID-19 was received from Dr. Asad, Medical Director of Infectious Disease. The Committee also received a report from Ron Roemer on the activities of the Clinical Trial Research activities of CY2021.

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Next, Deb Fox, CNO presented an update on the Pathways to Excellence and Magnet journey status. Quality, safety, infection and regulatory updates were reviewed. HCAHPS scores and CEO performance objectives were reviewed. A review of all safety events and grievances was provided. All events were reported timely and action was taken and monitored through the Patient Safety Committee.

UMC Policies and procedures were approved and Medical and Dental Staff Bylaws were also approved.

Emerging issues were identified and there were no public comments and the meeting adjourned at 4:05 p.m.

Next, Dr. Mackay discussed the 2022 Clinical Quality Initiatives. The Committee focuses around 3 main areas, which are Improving the Quality and Safety Program, Patient Experience and Regulatory Compliance.

FINAL ACTION:
None

ITEM NO. 24 Receive a report from the Governing Board Audit and Finance Committee and discuss 2022 initiatives; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- None Submitted

DISCUSSION:

Member Caspersen provided a summary of what is done during the Audit and Finance Committee meeting. The primary responsibility is to oversee the financial activities at UMC; which includes a variety of activities such as reviewing the annual budget, managing capital spending and contract review. The committee also reviews the CEO performance goals and reviews labor costs.

Next, Member Caspersen shared a brief report on the meeting held on Wednesday, February 16, 2022 at 2:03 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee reviewed the BDO Single Audit report, which is a review of federal funds. There were no findings. Internal audit provided a report on the audit of COVID-19 vaccine cards and how they are managed. There was one finding, which has been resolved, with new controls in place.

The business items were reviewed and approved by the Committee during the meeting. All of the contracts that were approved are a part of today's consent agenda.

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There were was one emerging issue to invite the County CFO to one of the Audit and Finance meetings. There was no public comment and the meeting adjourned at 3:05 PM.

FINAL ACTION:
None

ITEM NO. 25 Receive the monthly financial report for January FY22; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- January 2022 Financials

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial report for January FY22.

The hospital was busy in January. Key indicators for January showed admissions on budget. AADC was 657. Average length of stay continues to be high at 7.4 days. Acuity remains high. Hospital CMI was 2.07 and Medicare CMI was 2.20, which is a record. Outpatient surgeries were 67% below budget due to stopping elective surgeries during the month. ER visits are on budget. ED to admit was at 20%. Quick cares were over budget by 20%.

The income statement showed almost $11.5 million overall net revenue and other operating expenses above budget $6.4 million. Income from operations was $2.9 million with a budgeted loss of $2 million. Year to date showed positive income of $18.2 million in earnings, with a budgeted loss of $15 million.

Salaries, wages and benefits for January presented the highest expense at $7.6 million over budget. Most labor costs were attributed to increased patient volumes. Opportunities for improvement continue in staffing and labor costs. All other expenses were favorable to budget; supplies are the primary driver due to a decrease in surgeries and implants.

Ms. Wakem next provided an update on the Provider Relief funding that the hospital has received. UMC has applied for additional funding.

Lastly, the Board was provided an update on the FY23 Budget process timeline. The final budget will be submitted to the County on April 28th.

FINAL ACTION:
None

ITEM NO. 26 Receive an update from UMC's Chief of Staff, Meena Vohra, M.D.; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

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DISCUSSION:

Dr. Vohra, Chief of Staff reported on the operations of the Medical and Dental Staff. As of February 15th, there are 988 Physicians and 150 Advance Practice Professionals. The medical staff elects the leaders of the Medical Executive Committee (MEC), which is comprised of the Chief of Staff, Vice Chief, Secretary/Treasurer, Department Chiefs, 4 Members at Large and the Past Chief of Staff. There are 13 department chiefs. A list of the Department Chief responsibilities, as well as the organization chart for 2022 was shown.

Dr. Vohra next shared the process of credentialing medical staff professionals.

Ongoing projects include medical record completion, documentation improvements and identifying and obtaining needed equipment to improve patient care and safety.

A discussion ensued regarding the credentialing process and the application fees required.

FINAL ACTION:
None

ITEM NO. 27 Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV, Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- None Submitted

DISCUSSION:

The Medical Education building construction is ahead of schedule. Occupancy is anticipated for the late summer or the fall of 2022. Notification was received at the city Council meeting that additional funds have been received for two additional buildings, a research building and ambulatory/ambulatory care building.

Match day for students is scheduled for May 18th and graduation is coming up soon. This will be the 2nd matched and 2nd graduating class.

Dean Kahn commented on the continued strategic collaboration to create an Academic Health Center that will benefit and care for the community. The school is working with UMC as part of the Build Back Better Act to increase the number of GME positions in Nevada. The deadline to submit the CMS grant applications is March 31st. The conversation continued regarding the application process and strategic growth opportunities for UMC and UNLV.

Lastly, notification was received that the Pediatric Program received full accreditation.

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FINAL ACTION:
None

ITEM NO. 28 Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- CEO Update Presentation

DISCUSSION:

Mr. Van Houweling provided an update on the following topics:

- COVID stats update – COVID patient volumes have gone down significantly; length of stay should go back to pre-COVID numbers.
- Elective surgeries – Surgery volumes are back to 100%.
- Mask mandate lifted – UMC still follows the guidance of CMS related to masking and vaccines. Masks are still required in patient care areas.
- Monoclonal Antibody Clinic – This service has been suspended.
- Visitor policy – The policy has been adjusted and allows visitors between 9am to 8pm. The policy will be revised as needed.
- Laser therapy for burn scars – In partnership with UNLV, the first in Nevada was performed this month.
- UMC Online Care – This service is now operational.
- Re*Vitali*ze UMC – RFP responses due by March 10th
- Elevator refurbish to be complete by March 4th and so far they are looking good.
- UMC was recognized by the American Nursing Organization as Exemplar in the nation for safe staffing ratios.
- On March 8th, UMC will meet with UNLV Health Administration Public Health to partner and build alignment.
- The Car Show will be coming back on April 23rd. This event benefits the Children's Hospital.

FINAL ACTION:
None

ITEM NO. 29 Closing comments by Chairman John O'Reilly and provide any directions to staff on the 2022 Governing Board Action Plan; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- None

DISCUSSION:

Chairman O'Reilly thanked the Board members and staff members for their input at the meeting today. He invited the Board members to submit any questions, suggestions or clarifications regarding the Action Plan to Mr. Van Houweling or himself. He added that an action plan item should be on the agenda every month going forward.

DRAFT

FINAL ACTION:
None

SECTION 4: EMERGING ISSUES

ITEM NO. 30 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

DISCUSSION:

None

COMMENTS BY THE GENERAL PUBLIC:

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

A motion was made by Member Hagerty to go into closed session pursuant to NRS 241.015(3)(b)(2).

There being no further business to come before the Board at this time, at the hour of 3:21 PM, Vice Chair Mackay adjourned the meeting, and the Board recessed to go into closed session.

SECTION 5: CLOSED SESSION

ITEM NO. 31 Go into closed session pursuant to NRS 450.015(3)(b)(2), to receive information from UMC's Office of General Counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter; and direct staff accordingly.

The meeting was reconvened in closed session at 3:27 PM.

At the hour of 3:42 PM, the closed session on the above topic ended.

FINAL ACTION:
None

There being no further business to come before the Board at this time, at the hour of 3:42 PM. Vice Chair Mackay adjourned the meeting.

APPROVED:

Minutes Prepared by Stephanie Ceccarelli

DRAFT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Petitioner: Mason Van Houweling

Recommendation:

Approve the March 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) March 22, 2022. (For possible action)

FISCAL IMPACT:

Fund #:	N/A	Fund Name:	N/A
Fund Center:	N/A	Funded PGM/Grant:	N/A
Amount:	N/A		
Description:	N/A		
Additional Comments:	N/A		

BACKGROUND:

As per Medical Staff Bylaws, Credentialing actions will be approved by the Medical Executive Committee (MEC) and submitted to the Governing Board monthly. This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the March 17, 2022 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the MEC.

The MEC reviewed and approved these credentialing activities at the March 22, 2022 meeting.

Cleared for Agenda
March 30, 2022
Agenda Item

4

DATE: **March 25, 2022**

TO: **Governing Board**

FROM: **Credentials Committee**

SUBJECT: **March 17, 2022 Credentialing Activities**

I. NEW BUSINESS - None

II. CREDENTIALS

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Campbell	Caroline	J	MD	03/17/2022-02/28/2023	Obstetrics & Gynecology	Mike O'Callaghan Military Medical Center	Category 1
2	Cheek	Bradley	J	MD	03/17/2022-01/31/2023	Pathology	Laboratory Medicine Consultants	Category 1
3	Dhawan	Vibhu		MD	03/17/2022-04/30/2023	Medicine/Nephrology	Nevada Kidney Disease & Hypertension Center	Category 1
4	Freilich	Adam		DO	03/17/2022-12/31/2023	Anesthesiology	Red Rock Anesthesia Consultants, LLC	Category 1
5	Harman	Debra		MD	03/17/2022 - 01/31/2024	Ambulatory Care	UMC Centennial Quick Care	Category 1
6	Raja	Asima		MD	03/17/2022-07/31/2023	Medicine/Nephrology	Kidney Specialists of Southern Nevada	Category 1
7	Roundy	Lee	E	DMD	03/17/2022-12/31/2023	Surgery/Oral/Maxillofacial Surgery	UNLV Dental School	Category 1
8	Wolff-Koo	Huiling		MD	03/17/2022-12/31/2023	Medicine/Internal Medicine	Office of Military Medicine	Category 1

B. REAPPOINTMENTS TO STAFF

1	Araujo	Carlos	W	MD	05/01/2022-04/30/2024	Medicine/Hematology/Oncology	Affiliate Membership and Privileges	OptumCare Cancer Care
2	Bassewitz	Hugh	L	MD	05/01/2022-04/30/2024	Orthopaedic Surgery/Orthopaedic Surgery	Affiliate Membership and Privileges	Desert Orthopaedic Center
3	Bell	Nicholas		DO	05/01/2022-04/30/2024	Radiology	Affiliate Membership and Privileges	Desert Radiology

4	Berry	Keith	A	MD	05/01/2022-04/30/2024	Surgery/General Surgery/Trauma Surgery	Affiliate Membership and Privileges	UNLV Surgery
5	Bharucha	Prashant	H	MD	05/01/2022-04/30/2024	Medicine/Internal Medicine	Affiliate Membership and Privileges	HealthCare Partners Medical Group
6	Blanchard	Lucius		MD	05/01/2022-04/30/2024	Medicine/Dermatology	Affiliate Membership and Privileges	Las Vegas Skin & Cancer Clinic, Ltd.
7	Emeh	Ogbugo		MD	05/01/2022-04/30/2024	Medicine/Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care
8	Farabi	Alireza		MD	05/01/2022-04/30/2024	Medicine/Infectious Disease	Affiliate Membership and Privileges	UMC-Wellness Center
9	Giacobbe	Lauren	E	MD	05/01/2022-04/30/2024	Obstetrics and Gynecology	Affiliate Membership and Privileges	High Risk Pregnancy Center
10	Goravanchi	Soheil		DO	05/01/2022-04/30/2024	Anesthesiology	Affiliate Membership and Privileges	US Anesthesia Partners
11	Hakki	Naser	K	MD	05/01/2022-04/30/2024	Medicine/Internal Medicine	Active Membership and Privileges	Sound Physicians
12	Huang	Wilson	H	MD	05/01/2022-04/30/2024	Obstetrics and Gynecology	Affiliate Membership and Privileges	High Risk Pregnancy Center
13	Jilani	Jawad		DO	05/01/2022-04/30/2024	Medicine/ Gastroenterology	Affiliate Membership and Privileges	Digestive Associates
14	Jordan	Michelle		DO	05/01/2022-04/30/2024	Ambulatory Care	Affiliate with Membership and Privileges	UMC - Enterprise Quick Care
15	Khan	Shahabuddin		MD	05/01/2022-04/30/2024	Medicine/Cardiology	Active Membership and Privileges	Nevada Heart & Vascular Center
16	Magruder	Mary	J	MD	05/01/2022-04/30/2024	Radiology/Nuclear Medicine	Active Membership and Privileges	Desert Radiology
17	Monroe	Michael	T	MD	05/01/2022-04/30/2024	Orthopaedic Surgery/Orthopaedic Surgery/Trauma Orthopaedic Surgery	Affiliate Membership and Privileges	Orthopaedic Specialists of Nevada

18	Nandikanti	Deepak	K	MD	05/01/2022-04/30/2024	Medicine/Nephrology	Affiliate Membership and Privileges	Kidney Specialists of Southern Nevada
19	Ng	Matthew		MD	05/01/2022-04/30/2024	Surgery/Otolaryngology	Active Membership and Privileges	UNLV Surgery
20	Nick	Cameron	T	MD	05/01/2022-04/30/2023	Anesthesiology	Affiliate Membership and Privileges	Mike O'Callaghan Military Medical Center
21	Pombier	Kathleen		MD	05/01/2022-04/30/2024	Obstetrics and Gynecology	Affiliate Membership and Privileges	Military
22	Preddy	James	L	DO	05/01/2022-04/30/2024	Emergency Medicine/Adult Emergency Medicine/Trauma Emergency	Active Membership and Privileges	Sound Physicians-Emergency Medicine
23	Takieddine	Marwan	A	MD	05/01/2022-04/30/2024	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC, PLLC
24	Wheeler	Adam	P	MD	05/01/2022-04/30/2023	Pediatrics	Affiliate Membership and Privileges	Children's Heart Center
25	Yacoub	Mais		MD	05/01/2022-04/30/2024	Pediatrics/Pediatric Critical Care	Active Membership and Privileges	Las Vegas Pediatric Critical Care
26	Yu	Chaoran		DO	05/01/2022-04/30/2024	Ambulatory Care	Affiliate with Membership and Privileges	UMC Spring Valley Primary Care

C. EXTENSION OF INITIAL FPPE

1	Bhullar	Preetinder		MD	Orthopaedic Surgery/Orthopaedic Surgery	Extend Initial FPPE	Extend Initial FPPE through September 14, 2022-Unable to Provide Cases
2	Hamilton	Jameaka	L	MD	Obstetrics and Gynecology	Extend Initial FPPE	Extend Initial FPPE through September 14, 2022, unable to provide cases
3	Howard	Shain		DO	Orthopaedic Surgery/Orthopaedic Surgery	Extend Initial FPPE	Extend Initial FPPE through September 14, 2022-Unable to Provide Cases

D. COMPLETION OF INITIAL FPPE

1	Bennett	Richard	J	MD	Anesthesiology & Trauma Anesthesiology	Trauma Anesthesiology
2	Bergin	Samuel		MD	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Pediatric Cross Coverage
3	Bomsztyk	Elan	D	MD	Radiology	Stroke Embolectomies and Carotid Stenting
4	Erickson	Davis		MD	Anesthesiology & Trauma Anesthesiology	Trauma Anesthesiology
5	Hindle	David		MD	Emergency Medicine/Adult Emergency Medicine	FAST EUS
6	Howenstein	Abby		MD	Orthopaedic Surgery & Trauma Orthopaedic Surgery	Trauma Orthopaedic Surgery
7	Makas	Christi		DO	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Pediatric Cross Coverage
8	Maughan	Eric		MD	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Pediatric Cross Coverage
9	McCarthy	Shannon		DO	Medicine/Infectious Disease	Telemedicine
10	Palmer	Angela		MD	Neurosurgery & Trauma Neurosurgery	Trauma Neurosurgery

E. CHANGE IN STAFF STATUS

1	Brenneman	Jeremy		MD	Emergency Medicine/Adult Emergency Medicine	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE
2	Calvo	Charles		MD	Surgery/Ophthalmology	Release from Initial FPPE to Affiliate Membership and Privileges- Completion of FPPE
3	DeVries	John		MD	Orthopaedic Surgery/Orthopaedic Surgery	Release from Initial FPPE to Affiliate Membership and Privileges- Completion of FPPE
4	DiPrinzio	Dominic		DO	Emergency Medicine/Adult Emergency Medicine	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE

5	Jahnke	Mason		MD	Medicine/Psychiatry	Release from Initial FPPE to Affiliate Membership and Privileges-Completion of FPPE
6	Levit	Kelvy		DO	Emergency Medicine/Adult Emergency Medicine	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE
7	Lin	Alex		DO	Emergency Medicine/Adult Emergency Medicine	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE
8	Linzie	Hilary		MD	Medicine/Psychiatry	Release from Initial FPPE to Affiliate Membership and Privileges-Completion of FPPE
9	Moore	Louis III		MD	Radiology	Release of Initial FPPE Membership and privilege to Affiliate with membership and Privilege - Completion of FPPE
10	Sun	Josephine		MD	Pediatrics	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE
11	Tibbits	Emily	M	MD	Surgery/General Surgery & Trauma Surgery Critical Care	Release from Initial FPPE to Affiliate Membership and Privileges-Completion of FPPE
12	Xue	Xi		MD	Radiology	Release of Initial FPPE Membership and privilege to Affiliate with membership and Privilege - Completion of FPPE
13	Yee	Sydney		MD	Anesthesiology & Trauma Anesthesiology	Release from Initial FPPE to Affiliate Membership and Privileges-Completion of FPPE

F. REQUEST FOR MODIFICATION OF DEPARTMENT/PRIVILEGE(S)

1	Lewis	Jeffrey		MD	Surgery/General Surgery	Modification of Department/Privileges	New Privilege-Trauma Surgery
2	Samlaska	Curt		MD	Medicine/Dermatology	Modification of Department/Privileges	New Privilege-Telemedicine
3	Shelin	Randal	G	MD	Radiology	Modification of Department/Privileges	Withdraw - Nuclear Medicine Therapeutic

G. LOW VOLUME PROVIDERS

1	Acherman	Ruben		MD	Pediatrics
2	Adrangi	Bahbak		MD	Anesthesiology

3	Anter	John		MD	Anesthesiology
4	Bacharon	Randal	A	DO	Orthopaedic Surgery/Orthopaedic Surgery
5	Bassewitz	Hugh		MD	Orthopaedic Surgery/Orthopaedic Surgery
6	Bharucha	Prashant	H	MD	Medicine/Internal Medicine
7	Blanchard	Lucius		MD	Medicine/Dermatology
8	Brescan	Ovidiu		MD	Anesthesiology
9	Browder	Leslie		MD	Surgery/General Surgery
10	Brown	Steven	E	MD	Anesthesiology
11	Bubb	Chard		MD	Medicine/Endocrinology/Metabolic Diseases
12	Ching	Wilbert		MD	Family Medicine
13	Ciccolo	Michael		MD	Surgery/Cardiovascular Thoracic Surgery
14	Colquitt	Randal	H	MD	Anesthesiology
15	Cottrell	Earl	D	MD	Surgery/General Surgery
16	Croft	Kevid		DDS	Surgery/Oral/Maxillofacial Surgery
17	Dawn	Buddhadeb		MD	Medicine/Cardiology
18	Downes	Christopher		MD	Family Medicine
19	Duong	Scott		MD	Anesthesiology
20	Evans	Edd		MD	Anesthesiology
21	Fiumecaldo	Daniel		DO	Surgery/General Surgery
22	Goravanchi	Soheil		DO	Anesthesiology
23	Gordon	Andrew		DO	Anesthesiology
24	Grigore	Alina		MD	Anesthesiology
25	Gunalp	Feza		MD	Anesthesiology
26	Hambrecht	Scott		DPM	Orthopaedic Surgery/Podiatry
27	Henry	Alonzo		MD	Anesthesiology
28	Hindle	David		MD	Emergency Medicine/Adult Emergency Medicine
29	Ho	Arthur		MD	Anesthesiology
30	Howard	Shain		DO	Orthopaedic Surgery/Orthopaedic Surgery
31	Hsieh	Geoffrey		MD	Obstetrics and Gynecology
32	Khan	Shahabuddin		MD	Medicine/Cardiology

33	Khavkin	Albert		DO	Anesthesiology
34	Klingensmith	David		DO	Anesthesiology
35	Kogut	Kelly	A	MD	Surgery/Pediatric Surgery
36	Leung	John	W	MD	Anesthesiology
37	Li	Jian		MD	Anesthesiology
38	Liang	Henry		DO	Anesthesiology
39	Libby	Eugene		MD	Orthopaedic Surgery/Orthpaedic Surgery
40	Link	Daniel		MD	Anesthesiology
41	Martinez	Dominic		MD	Anesthesiology
42	Miller	Harry		MD	Anesthesiology
43	Mohammed	Ashraf	M	MD	Medicine/Nephrology
44	Narula	Dhiraj	D	MD	Medicine/Cardiology
45	Nasiak	Michael	A	MD	Medicine/Internal Medicine
46	Navratil	David	L	MD	Medicine/Cardiology
47	Nick	Cameron		MD	Anesthesiology
48	Nomad	Ahmad		MD	Medicine/Internal Medicine
49	Ovuworie	Cyril	A	MD	Medicine/Nephrology
50	Park	Nam		MD	Anesthesiology
51	Park	Stewart		MD	Surgery/Ophthalmology
52	Pierson	Leigh		MD	Anesthesiology
53	Pingree	Alexander		DO	Emergency Medicine/Adult Emergency Medicine
54	Polce	Dean		MD	Anesthesiology
55	Qureshi	Amir	Z	MD	Medicine/Infectious Disease
56	Raddue	Matthew		MD	Anesthesiology
57	Raju	Sujatha		MD	Medicine/Nephrology
58	Rakhra	Pavandeep		DO	Pediatrics
59	Ratnasabapathy	Ramalingam		MD	Medicine/Hematology/Oncology
60	Rouweyha	Rajy	M	MD	Surgery/Ophthalmology
61	Schanbacher	Paul		MD	Anesthesiology
62	Schaub	Gretchen		DO	Pediatrics

63	Schroeder	Harry	L	MD	Anesthesiology
64	Shah	Russell	J	MD	Medicine/Neurology
65	Sohail	Irfan		MD	Medicine/Nephrology
66	Stewart	Paul	A	MD	Medicine/Pulmonary Medicine/Respiratory Care
67	Sun	Josephine		MD	Pediatrics
68	Takieddine	Marwan	A	MD	Medicine/Nephrology
69	Umakanthan	Branavan		DO	Medicine/Cardiology
70	Vera	Adam		DPM	Orthopaedic Surgery/Podiatry
71	Wheeler	Adam		MD	Pediatrics
72	Wickens	Jason		MD	Surgery/Ophthalmology
73	Zipf	David	R	MD	Medicine/Internal Medicine

H. REQUEST FOR RESIGNATION

1	Bhaya	Bhavana		MD	Medicine/Internal Medicine	Change in practice needs
2	Campbell	Jonathon	J	MD	Family Medicine	Out of State/Military
3	Compton	Jason	A	DO	Surgery/General Surgery & Trauma Surgery	Out of State/Military
4	Navratil	David	L	MD	Medicine/Cardiology	Change in practice needs
5	Ovuworie	Cyril	A	MD	Medicine/Nephrology	Unable to provide covering Physician
6	Peitzmeier	Gary		MD	Surgery/General Surgery & Trauma Surgery	Military Duties
7	Rakhra	Pavandeep		DO	Pediatrics	Doesn't see patients at UMC
8	Schanbacher	Paul	D	MD	Anesthesiology	No Longer Utilizes Facility
9	Schaub	Gretchen		MD	Pediatrics	Doesn't see patients at UMC
10	Stahlman	Charles		DO	Medicine/Pulmonary Medicine/Respiratory Care	Relocating
11	Tuladhar	Preeti		MD	Radiology	No longer with group

I. REQUEST FOR LEAVE OF ABSENCE

1	Matos	Rene	I	MD	Pediatrics/Pediatric Critical Care
2	Pombier	Kathleen		MD	Obstetrics and Gynecology
3	Richards	Evan	J	MD	Anesthesiology & Trauma Anesthesiology

J. REMOVAL FROM STAFF

1	Nasiak	Michael	A	MD	Medicine/Internal Medicine	Failure to provide malpractice and office contact
2	Polce	Dean	R	DO	Anesthesiology	Failure to Complete Initial FPPE

K. ADVANCED PRACTICE PROFESSIONAL INITIAL

1	Bernstein	Lai-Ling	N	PAC	03/17/2022-01/31/2024	Adult Emergency Medicine	Sound Physicians	Category 1	Tristan Cooper, MD
2	Bullock	Chad		APRN	03/17/2022-07/31/2023	Ambulatory Care	UMC Tele Health Quick Care	Category 1	Independent
3	Day	Sarah	C	APRN	03/17/2022-02/28/2024	Surgery / Cardiovascular / Thoracic Surgery	Cardiovascular Surgery of Southern Nevada	Category 1	Independent
4	Montoya	Ronald	V	APRN	03/17/2022-02/28/2024	Medicine / Internal Medicine	UMC Monoclonal Antibody Treatment Clinic	Category 1	Independent
5	Rhoden	Heather	A	PAC	03/17/2022-05/31/2023	Adult Emergency Medicine	Sound Physicians	Category 1	Amy Urban, MD
6	Shen	Leslie	C	PAC	03/17/2022-05/31/2023	Adult Emergency Medicine	Sound Physicians	Category 1	Ameya Samant, MD
7	Wilson	Robert		APRN	03/17/2022-08/31/2022	Surgery / Plastic Surgery	UNLV Health	Category 1	Independent

L. ADVANCED PRACTICE PROFESSIONALS REAPPOINTMENTS

1	Bautch	Becky	M	APRN	05/01/2022 - 04/30/22024	Medicine / Pulmonary Medicine / Respiratory Care	Mike O'Callaghan Hospital	Independent
2	Bryant	Nicholas	M	PAC	05/01/2022 - 04/30/2024	Radiology	Desert Radiology	Rajneesh Agrawal, MD
3	Davis	Patrick	W	PAC	05/01/2022 - 04/30/2024	Neurosurgery	Patrick Davis, PA	Michael Seiff, MD
4	Hales	Aaron		APRN	05/01/2022 - 12/31/2023	Ambulatory Care	Optum Home Assessment Program	Independent
5	Mendoza	Lourdes	M	APRN	05/01/2022 - 01/31/2024	Medicine / Internal Medicine	Night Call, Inc.	Independent

M. ADVANCED PRACTICE PROFESSIONALS EXTENSION OF FPPE

1	Ucab	Alvin	L	APRN	Ambulatory Care	Extend Initial FPPE through September 14, 2022 - Unable to Provide Cases	Independent

N. ADVANCED PRACTICE PROFESSIONAL CHANGE IN SPONSOR

1	Giles	Casey	C	PAC	Adult Emergency Medicine / Plastic Surgery	Add: Richard Baynosa, MD	Dr. Christian Young & Dr. Richard Baynosa

O. ADVANCED PRACTICE PROFESSIONALS MODIFICATION OF PRIVILEGES

1	Giles	Casey	C	PAC	Adult Emergency Medicine / Plastic Surgery	Modification of Department/Privileges	New Department- Surgery/ Plastic Surgery New Privilege: Plastic Surgery	Ashley Pistorio, MD

P. ADVANCED PRACTICE PROFESSIONALS CHANGE IN STAFF STATUS

1	Earle	Addison		PAC	Radiology	Release from APP Initial FPPE to Dependent Membership and Privileges - Completion of FPPE	Eric Moldestad, MD
2	Golding	Austin		PAC	Ambulatory Care	Release from APP Initial FPPE to Dependent Membership and Privileges - Completion of FPPE	Justin Yeung, MD
3	Jamison	Arlyne	E	APRN	Ambulatory Care	Release from APP Initial FPPE to Independent Membership and Privileges - Completion of FPPE	Independent
4	Kristin	Glen		PAC	Radiology	Release from APP Initial FPPE to Dependent Membership and Privileges - Completion of FPPE	Mohammed Hoque, MD
5	Plummer	Kristine		APRN	Ambulatory Care	Release from APP Initial FPPE to Independent Membership and Privileges - Completion of FPPE	Independent
6	Sanders	Matrhew		PAC	Ambulatory Care	Release from APP Initial FPPE to Dependent Membership and Privileges - Completion of FPPE	Jonathan Brown, MD
7	Tonel	Jefferson Mark	P	APRN	Ambulatory Care	Release from APP Initial FPPE to Independent Membership and Privileges - Completion of FPPE	Independent

Q. ADVANCED PRACTICE PROFESSIONALS LOW VOLUME

1	Afrim-Antwi	Edmund		PAC		Orthopaedic Surgery	Low Volume
2	Ancheta	Belinda		APRN		Medicine / Hematology Oncology	Low Volume

3	Asuncion	Ricardo		APRN		Medicine / Internal Medicine	Low Volume
4	Davis	Patrick	W	PAC		Neurosurgery	Low Volume
5	DelCasino	Stephen	J	PAC		Surgery / Urology	Low Volume
6	Earle	Addison		PAC		Radiology	Low Volume
7	Free	Patrick	L	APRN		Ambulatory Care	Low Volume
8	Glen	Kristin		PAC		Radiology	Low Volume
9	Hales	Aaron		APRN		Ambulatory Care	Low Volume
10	San Jose	Joselito		APRN		Ambulatory Care	Low Volume
11	Welch	Thomas	W	CRNA		Anesthesiology	Low Volume
12	Welch	Robert		PAC		Radiology	Low Volume

R. ADVANCED PRACTICE PROFESSIONALS REMOVAL FROM STAFF

1	DelCasino	Stephen	J	PAC	Surgery / Urology	Failure to Complete Initial FPPE	William Wise, MD
2	Welch	Thomas	W	CRNA	Anesthesiology	Failure to Complete Initial FPPE	Huan Nguyen, MD

S. ADVANCED PRACTICE PROFESSIONALS RESIGNATION

1	Asuncion	Ricardo	APRN	Medicine / Internal Medicine	No longer needs privileges	Independent
2	Cross	Jason	APRN	Medicine/ Pulmonary Medicine / Respiratory Care	USAF transfer	Independent
3	Henkel	Katie	PAC	Adult Emergency Medicine	No longer needs privileges	Amy Urban, MD

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Hospital Agreement with Alignment Health Plan of Nevada, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Hospital Agreement, and exercise any extension options with Alignment Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS332.115(1)(f) - Insurance
Term: 4/1/2022 – 3/31/2024
Amount: Revenue based on volume
Out Clause: 90 days w/o cause

Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

This request is to enter into a new Hospital Agreement with Alignment Health Plan of Nevada, Inc., to provide its Medicare Advantage health plan network members healthcare access to hospital services. The Agreement term is for two (2) years effective April 1, 2022 through March 31, 2024 unless terminated for convenience with a 90-day written notice.

UMC's Director of Managed Care has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

A Clark County business license is not required as UMC is the provider of hospital services to this insurance fund.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 22, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
March 30, 2022

Agenda Item #
5

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ALIGNMENT HEALTH PLAN
HOSPITAL AGREEMENT

This Hospital Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2022 by and between Alignment Health Plan of Nevada, Inc. (hereinafter referred to as "AHP"), a Nevada corporation organized under the laws of the State of Nevada, and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statues (hereinafter referred to as "Hospital"), (each individually referred to herein as a "Party" and together referred to as the "Parties").

WHEREAS, AHP is licensed or otherwise authorized to operate a managed care organization under state insurance laws, including the Nevada HMO Act, as amended, and offers Medicare Advantage health plan(s) pursuant to a contract with CMS, for the benefit of persons enrolled as Members in such plan(s) in a manner consistent with the applicable Law;

WHEREAS, AHP has developed an advanced care coordination and clinical model to serve Medicare beneficiaries, particularly those who are hospitalized, frail or suffer from chronic conditions, through the employment of information technology, comprehensive data analysis, care management and coordination processes that produce higher quality outcomes which mitigate or eliminate preventable costs which otherwise would result from lack of such coordination (the "**AHP Care Model**").

WHEREAS, Hospital desires to participate in AHP's Medicare Advantage health plan network by providing Covered Services to Members.

NOW THEREFORE, in consideration of the promises and mutual covenants herein stated, and for other good and valuable considerations, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 Accreditation Organization is any organization, including, without limitation, the National Committee for Quality Assurance ("NCQA") and The Joint Commission ("TJC"), engaged in accrediting or certifying AHP or Hospital.

1.2 AHP Affiliate is an entity that directly or indirectly is owned by, controlled by or under common ownership with AHP.

1.3 AHP Extensivist is a physician employed by or contracted with AHP for the provision of hospitalist, inpatient, post-acute, skilled and outpatient services for certain Members, including chronically ill and frail Members.

1.4 Authorized or Authorization is the approval by AHP or AHP designee to be obtained by Hospital prior to (i) providing certain Covered Services, other than Emergency Services, to Members, (ii) admitting a Member to a facility, or (iii) referring a Member to any Participating Provider or any other provider for Covered Services for which approval is required under the Agreement. Covered Services approved by AHP in accordance with the foregoing are "Authorized".

1.5 CMS is the Centers for Medicare and Medicaid Services, the agency of the federal government responsible for administration of the Medicare program, including Medicare Advantage.

1.6 CMS Agreement is the contract between CMS and AHP that determines the effective date and the terms and conditions of a Medicare Benefit Plan.

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1.7 Covered Services are those Medically Necessary health care services, supplies and benefits that a Member is entitled to receive under a Medicare Benefit Plan in which the Member is enrolled and that are covered by the CMS Agreement, as determined by AHP or pursuant to an independent third party review in accordance with an Medicare Benefit Plan and AHP's quality management and improvement program and medical management program. Covered Services may include experimental services that are either described as Covered Services in a Medicare Benefit Plan or are deemed Medically Necessary by AHP or the applicable independent external review agent designated in accordance with applicable Law and consistent with the meaning set forth in the applicable Medicare Benefit Plan.

1.8 Credentialing Program shall mean the AHP standards, policies and procedures for credentialing and re-credentialing physicians and other health care professionals and facilities that provider Covered Services to Members. The Credentialing Program shall be maintained in accordance with the requirements of Law and the standards of Accreditation Organizations, shall be consistent with CMS requirements, and shall be set forth in the Provider Manual.

1.9 Emergency Medical Condition is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect that failure to get immediate medical care could result in: (i) placing the Member's health in serious jeopardy; (ii) serious impairment to bodily functions; (iii) serious dysfunction of any bodily organ or part; or (iv) in the case of a pregnant woman, serious jeopardy to the health of the woman or her unborn child.

1.10 Emergency Services are Covered Services furnished by a qualified provider and needed to evaluate or treat an Emergency Medical Condition.

1.11 Hospital Participating Providers are Participating Providers who have entered into written contracts with Hospital to provide Covered Services to Members. All references to Hospital shall also include Hospital Participating Providers.

1.12 Hospital Services are those Covered Services provided by Hospital on an inpatient or outpatient basis in accordance with its license.

1.13 Law means any applicable constitution, statute, code, ordinance, regulation, treaty, rule, court order or mandate, common law, policy, interpretation or guidance document enacted, published or promulgated by any federal, state or local governmental authority which has jurisdiction over the subject matter of this Agreement or the Parties' performance of their duties hereunder.

1.14 Medical Management ("MM") Program are those standards, protocols, policies and procedures adopted by AHP regarding the management, review and approval of the provision of Covered Services to Members. The MM Program is described in the Provider Manual, which may be updated from time to time.

1.15 Medically Necessary and Medical Necessity shall mean those Covered Services that (i) are needed to prevent, diagnose, or treat an illness, injury, condition, disease, or its symptoms; (ii) meet accepted standards of medicine, in accordance with CMS guidelines; (iii) must be consistent with AHP medical policy; (iv) are furnished at the most appropriate level; and (v) shall not be delivered primarily for the convenience of Member or Participating Provider.

1.16 Medicare Allowable Rate shall mean the lesser of (i) Hospital's usual and customary charges, or (ii) the current amount CMS would pay under original Medicare for the same Covered Services at the time services are rendered, less any applicable Member Cost-Sharing Payment.

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1.17 Medicare Benefit Plan is any Medicare healthcare or prescription drug program sponsored or administered by AHP pursuant to a CMS Agreement.

1.18 Member is an individual who is enrolled in an Medicare Benefit Plan and who has selected or been assigned to AHP.

1.19 Member Cost-Sharing Payment means an amount (whether expressed as a percentage of cost or as a specific dollar amount) that a Member is obligated to pay directly to a Participating Provider for a specific service in accordance with an Medicare Benefit Plan. Member Cost-Sharing shall include those payments commonly referred to as "coinsurance," "copayments" or "deductibles".

1.20 Participating Providers are physicians, medical groups, IPAs, health care professionals, hospitals, facilities, Hospital Participating Providers and other providers of health care services or supplies that have entered into written contracts directly or indirectly with AHP to provide Covered Services to Members pursuant to the applicable Medicare Benefit Plan.

1.21 Provider Manual means that document or series of documents created, maintained, updated and distributed from time to time by AHP that provides administrative and program requirements, including policies and procedures, for Participating Providers. The AHP Provider Manual(s) is incorporated into this Agreement and made a part hereof.

1.22 Quality Management and Improvement ("QI") Program are those standards, protocols, policies and procedures adopted by AHP to monitor and improve the quality of clinical care and quality of services provided to Members. The QI Program may be updated from time to time by AHP. The QI Program is described in the Provider Manual, which may be updated from time to time.

1.23 State is the State of Nevada.

ARTICLE II
DUTIES OF HOSPITAL

2.1 Provide or Arrange Covered Services. Hospital shall provide or arrange for Covered Services to Members in coordination with AHP and AHP's Participating Providers, and in accordance with the terms and conditions set forth in this Agreement, the Provider Manual, the QI and MM Programs, the Credentialing Program, applicable Accreditation Organization standards, and Law. Hospital agrees that Covered Services provided by it will be made available and accessible to Members twenty-four (24) hours a day, seven (7) days a week, promptly and in a manner which ensures continuity of care and provided by duly licensed, certified or otherwise authorized professional personnel in a culturally competent manner and at licensed facilities, where required.

2.2 Authorization Procedures. Hospital and Hospital Participating Providers shall comply with the Authorization procedures, as may be amended by AHP from time to time, as set forth in this Agreement and the Provider Manual prior to rendering Covered Services and prior to referring a Member to any Participating Provider or other provider. With the exception of Emergency Services, failure to obtain prior Authorization, where applicable, may result in nonpayment.

2.3 Eligibility. Hospital shall be responsible to confirm eligibility of Members. AHP shall not have financial responsibility to compensate Hospital for any services rendered to Members who were not eligible to receive such services.

2.4 Hospital Standards. Hospital Services provided by Hospital shall be provided by duly licensed, certified or otherwise authorized professional personnel in a culturally competent manner and at physical facilities in accordance with (i) the generally accepted medical and surgical practices and standards prevailing in

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the applicable professional community at the time of treatment, (ii) the provisions of the QI Program and MM Program, (iii) the requirements of Federal and State Law, and (iv) the standards of Accreditation Organizations.

2.5 Hospital Participating Providers. Hospital Participating Providers must meet the requirements of the Credentialing Program and must be approved by AHP before providing or arranging Covered Services to Members. Hospital shall provide timely written notice to AHP of the addition of any Hospital Participating Providers. Hospital shall provide written notice to AHP within five (5) business days of Hospital becoming aware of any termination of a Hospital Participating Provider.

2.6 Accuracy of Hospital and Hospital Participating Provider Information. Hospital acknowledges that CMS requires AHP to maintain, at all times, accurate Participating Provider information and provider directories. In addition, the National Plan and Provider Enumeration System **("NPPES")** is allowing all providers to attest to the accuracy of their NPPES data and to make corrections as needed. Hospital is required to maintain accurate Hospital and Hospital Participating Provider information, and shall notify AHP or AHP's designee, of any Hospital or Hospital Participating Provider changes as set forth in this Section or upon AHP's or AHP's designee's request, including but not limited to the addition of new Hospital Participating Providers, the termination of Hospital Participating Providers, changes to Hospital's and any Hospital Participating Provider's address, telephone number, office hours or panel status (i.e. accepting new patients). In addition, Hospital will require Hospital Participating Providers to regularly review, update and attest to their NPPES data. If Hospital fails to submit accurate and current Hospital and Hospital Participating Provider information, provide timely notification of Hospital and Hospital Participating Provider changes, respond to provider directory validation requests from AHP or AHP's designee, or fails to regularly attest to their NPPES data, AHP may suppress Hospital and/or Hospital Participating Providers from AHP's directories, **c**ease to refer Members to Hospital, discontinue to accept new Hospital Participating Providers and terminate Hospital and/or Hospital Participating Provider from the AHP network.

2.7 Insurance. Hospital at its sole expense, shall maintain self-insurance coverage as provided by Chapter 41 of the Nevada Revised Statutes for purpose of general liability, professional liability and other insurance, as may be necessary to insure it and its employees against any claims for damages arising by reason of personal injuries or death occasioned, directly or indirectly, in connection with this Agreement. Each of such policies shall be in amounts as required by Nevada State law. Appropriate certificates of such insurance shall be delivered to AHP upon request. Hospital is operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Hospital are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Memorandum copies of the above insurance policies shall be provided to AHP upon AHP's request.

Hospital shall give AHP a certificate of insurance evidencing such coverage upon request. Hospital shall give AHP immediate written notice of cancellation, modification or termination of such insurance.

2.8 Administrative Requirements. Hospital agrees to perform its duties under this Agreement in accordance with the administrative guidelines, policies and procedures set forth in the Provider Manual and Federal and State Law. In the event of a conflict between this Agreement and the Provider Manual, the terms of this Agreement shall govern.

2.9 Data Requirements. Hospital shall maintain and provide to AHP upon written request information required by AHP, Law, government agencies, or Accreditation Organizations. Hospital shall submit such information and data to AHP in the format and within the time periods specified by AHP. Hospital shall accurately and completely maintain all information and data required by this Agreement, including medical records, necessary to characterize the scope and purpose of Covered Services provided to Members.

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2.10 Medical Records. Hospital and Hospital Participating Providers shall maintain all patient medical records relating to Covered Services provided to Members in a form containing such information as required by the Accreditation Organizations, government agencies and Law. Upon request and within the time frame required, Hospital and Hospital Participating Providers shall provide to AHP copies of Member medical records for purposes of conducting utilization reviews, claims processing, audits, and other activities reasonably necessary for the proper administration of the Medicare Benefit Plan consistent with Law. AHP shall pay Hospital usual and customary charges for hard copies of medical records.

2.10.1 Electronic Medical Record Connectivity and Access. Hospital shall grant AHP remote access to Hospital's electronic medical records system, at no cost to AHP, for purposes of conducting utilization management, Case Management, disease management, quality assurance, care coordination, HEDIS evaluation, risk adjustment, identifying and documenting gaps in patient care, claims payment, responding to Member appeals and grievances, obtaining laboratory data results and obtaining other information as required in connection with Hospital's provision of Covered Services to Members pursuant to this Agreement. The parties agree that only authorized AHP personnel shall be granted access to Hospital's electronic medical records and such authorized personnel shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the safeguarding of Protected Health Information ("PHI") and all other applicable Laws.

2.11 Hospital's Failure to Comply with Agreement. If Hospital fails to comply with any provision(s) of this Agreement, AHP may provide written notice of such failure to Hospital, specifying a date at least thirty (30) days following the date of the notice by which Hospital must be in compliance with such provision(s), as reasonably determined by AHP. If Hospital fails to comply with such provision(s) by the date specified in the notice, AHP shall have the right to discontinue assignment of Members to Hospital until such time as Hospital complies with such provision(s), as reasonably determined by AHP.

2.12 Extensivist Program. Hospital understands that AHP's Care Model includes an Extensivist program that performs on-site medical management at Hospital and is designed to manage the clinically appropriate utilization of inpatient, post-acute, skilled and outpatient services to Members ("**Extensivist Program"**). Hospital shall allow an AHP Extensivist, which may be an AHP employed, contracted, or delegated physician, or a collaboration with Hospital's current hospitalist group, to be the attending physician for those Members identified by such AHP Extensivist. Such AHP Extensivist shall be a fully qualified and credentialed physician member in good standing of Hospital's medical staff and shall meet all requirements of said medical staff membership. Hospital shall use commercially reasonable efforts to expedite the process for the AHP Extensivist to become credentialed and a member of Hospital medical staff. Existing Hospital protocol shall apply for any Member(s) where the AHP Extensivist elects not to be the attending physician, which may occur prior to or during the course of the Member's treatment. Hospital agrees to allow the AHP Extensivist access to the Hospital's electronic medical records ("EMR") as appropriate to comply with AHP's Extensivist Program. AHP Extensivists shall comply with HIPAA and all other applicable Laws and as it pertains to PHI and patient confidentiality when accessing Member medical information obtained from Hospital's EMR.

ARTICLE III
DUTIES OF AHP

3.1 Administration and Provision of Data. AHP shall perform administrative, accounting, enrollment, eligibility verification and other functions necessary for the administration and operation of the Medicare Benefit Plans. AHP shall provide Hospital with management information and data reasonably necessary to carry out the terms and conditions of this Agreement and for the operation of the Medicare Benefit Plan.

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3.2 Marketing. Hospital agrees that AHP may, in its discretion, use Hospital's name, address and telephone number as well as the names, addresses and telephone numbers and specialties of Hospital in AHP's marketing and informational materials including, without limitation, AHP's inclusion of Hospital in the Medicare Benefit Plan's Participating Provider directory.

ARTICLE IV
COMPENSATION

4.1 Payment for Authorized Covered Services. AHP shall reimburse Hospital for Authorized Covered Services at the rates listed in Exhibit 1 as payment in full, less Member Cost-Sharing Payment. Hospital's reimbursement shall not exceed Hospital's billed charges. AHP shall pay or deny each claim submitted by Hospital for Authorized Covered Services provided to Members within sixty (60) days following AHP's receipt of the claim. In the event of a denial, AHP shall, within the timeframe set forth above, use reasonable efforts to advise Hospital of the basis upon which a claim is not eligible for payment and specify any additional information required for AHP to pay the amount due with respect to the applicable claim. Payment to Hospital is subject to Member's updated eligibility and AHP's financial responsibility.

4.2 Timely Submission of Claims. Hospital shall submit all claims with the appropriate coding and on the appropriate claim form for Authorized Covered Services payable by AHP under this Agreement to AHP no later than ninety (90) calendar days from the date of service or, if a third party or coordination of benefits claim, no later than ninety (90) calendar days from the date of receipt of payment or notice of denial from a primary payor. In the event AHP requests additional information in order to process the claim, Hospital will provide such additional information within ninety (90) calendar days of AHP's request. Hospital's failure to submit claims within the time frames herein shall result in the claim being denied by AHP, where permitted by Law. No action by AHP shall be deemed a waiver of its rights under this Section. Hospital shall submit such claims in accordance with the commercially reasonable procedures and standards established by AHP.

If Hospital elects to submit claims electronically to AHP, such electronic format shall be the HIPAA compliant ASC X 12 837 version 5010, or successor version and comply with the Standards for Electronic Transactions adopted by CMS and set forth at 45 CFR Parts 160, 162 and 164. Hospital shall bill electronically in accordance with HIPAA regulations, this Agreement and the Provider Manual. Electronic claims submissions must be submitted either directly to AHP or through AHP's claims clearing house vendor, as determined by AHP.

4.3 Coordination of Benefits. Hospital agrees to assist AHP upon request in the coordination of benefits with any third party payors. Total payment by AHP shall be limited to the amount set forth in Exhibit 1. In the event Hospital is entitled to payment from a third party payor whose payment obligations are primary (under applicable coordination of benefit rules), the amount payable to Hospital pursuant to this Agreement shall be the amount set forth in Exhibit 1, less the amount of payment due from the primary carrier.

4.4 Appeal Requests. Hospital requests for appeals or reconsideration of a claim determination related to payment for Covered Services must be forwarded within ninety (90) calendar days from receipt of applicable claims determination from AHP. Hospital's failure to submit requests within such time period may result in the request being denied by AHP

4.5 Recoupment. AHP shall have the right to audit any or all claims submitted by Hospital and any claims paid by AHP. Where addressed by State and/or Federal law, such audit and recovery rights shall be limited by the maximum period allowed by such State and/or Federal law. If AHP determines that it has paid Hospital in an amount which exceeds the amount due Hospital pursuant to the terms of this Agreement, including if the payments are for services provided to an individual who is later determined to have bee ineligible based upon information that is not available to AHP at the time the services were

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rendered or authorization was provided ("Overpayment"), AHP may recover any Overpayment made by AHP under this Agreement by providing Hospital with documentation demonstrating Overpayment. Upon verification of Overpayment, Hospital shall refund the Overpayment within forty-five (45) days, however if Hospital contests the Overpayment, Hospital shall notify AHP within forty-five (45) days of verification and AHP shall not recoup the Overpayment, and the parties shall work in good faith to resolve the payment discrepancy within thirty (30) days of AHP's receipt of Hospital's objection.

ARTICLE V
TERM AND TERMINATION

5.1 Term of Agreement. The term of this Agreement shall be effective for a term of two (2) years, commencing on _____("Effective Date") and ending _____ 2024 at 11:59 pm.

5.2 Termination of Agreement. This Agreement may be terminated under any of the following circumstances:

(a) Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the parties in writing.

(b) Termination of Agreement for Cause. Either AHP or Hospital may terminate this Agreement for cause as a result of a breach of any material term, covenant, or condition of this Agreement, subject to the notice requirement and cure period set forth herein. The Party asserting cause for termination of this Agreement (the "Terminating Party") shall provide written notice of termination to the other party (the "Receiving Party"). The notice of termination shall specify the breach or deficiency underlying the cause for termination with sufficient information to allow the Receiving Party to identify the actions necessary to cure such breach. The Receiving Party shall have thirty (30) calendar days from the receipt of such notice of termination to cure the breach or deficiency to the satisfaction of the Terminating Party (the "Cure Period"). If such Receiving Party fails to cure the breach or deficiency to the reasonable satisfaction of the Terminating Party within the Cure Period, or if the breach or deficiency is not curable, the Terminating Party shall have the right to provide written notice of failure to cure the breach or deficiency to the other Party following expiration of the Cure Period. This Agreement shall terminate thirty (30) calendar days following receipt of the written notice of failure to cure or at such later date as may be specified in such notice.

(c) Automatic Termination. This Agreement shall automatically terminate upon the revocation, suspension or restriction of any license, certificate or other authority required to be maintained by Hospital or AHP in order to perform the services required under this Agreement or upon the Hospital's or AHP's failure to obtain such license, certificate or authority. In addition, this Agreement shall automatically be terminated if (i) Hospital files an affidavit with the Medicare program promising to furnish Medicare covered services to Medicare beneficiaries only through private contracts under Section 1802 (b) of the Social Security Act; (ii) Hospital is excluded from participation in the Medicare program or is subjected to sanctions imposed by the Medicare program or the Medicaid program or is named on the List of Excluded Individuals and Entities maintained by the United States Office of Inspector General or listed on any preclusion list published by CMS; or (iii) Hospital's professional liability insurance or any other insurance required under this Agreement is reduced, cancelled, non-renewed, or is no longer in effect; or (iv) Hospital pleads guilty or nolo contendere to or is convicted of any crime.

(d) Termination Without Cause. This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of termination.

5.3 Procedure upon Termination.

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(a) Continuing Care Obligations of Hospital. Following termination of the Agreement for any reason, including termination of the CMS Agreement, insolvency of AHP or cessation of operations of AHP, Hospital shall continue to provide or arrange Covered Services to Members (including any Members who become eligible during the termination notice period) at the rates included in Exhibit 1: (i) for those Members confined in an inpatient facility on the date of termination until their discharge; (ii) for all Members through the period for which payment has been made by CMS; and (iii) for those Members in active treatment of chronic conditions as of the date of termination not to exceed one hundred eighty (180) days unless otherwise required by subsection (ii) above. Hospital shall not bill, charge, collect or receive any form of payment from Member for such Covered Services, except for any applicable Member Cost-Sharing Payments, during the period described in this Section. The continuing care obligations of Hospital shall survive the termination of this Agreement.

(b) Medical Records. At AHP's request, Hospital shall copy all requested medical files of Members and forward to another Participating Provider designated by AHP. AHP shall pay usual and customary charges for hard copies of requested medical files.

ARTICLE VI
GENERAL PROVISIONS

6.1 Indemnification. AHP shall indemnify and hold Hospital harmless from and against any and all liability, losses, claims or cause of actions and expenses connected therewith (including reasonable attorney's fees and court cost) caused or asserted to have been caused directly or indirectly as a result of (a) AHP's failure to perform its obligations under the terms of this Agreement, or (b) the negligent and/or intentional actions of officers, employees, servants, agents, representatives, or any person directly engaged or retained by AHP to discharge its obligations under this Agreement.

To the extent expressly authorized by Nevada law, Hospital shall indemnify and hold harmless AHP and its directors, officers, employees, affiliates and agents against any loss, damage, cost, expense or liability (including reasonable costs of defense) arising out of or related to the performance or nonperformance by, employees or agents in performing any Covered Services and other services to be performed or arranged by Hospital under this Agreement, from and against any and all liability, losses, damages, claims, or cause of actions, and expenses connected therewith (including reasonable attorney's fees and court costs), caused or asserted to have been caused, directly or indirectly, by or as a result or (a) Hospital's failure to perform its obligations under the terms of this Agreement, or (b) the negligent and/or intentional actions of officers, employees, servants, agents, representatives, or any person directly engaged or retained by Hospital to discharge its obligation under this agreement.

6.2 Disputes Between AHP and Hospital.

6.2.1 Informal Dispute Resolution Procedure. The Parties shall in good faith first attempt to resolve any controversy, dispute, alleged breach or disagreement arising out of or related to this Agreement (a "Dispute"). Authorized representatives of AHP and Hospital shall make a good faith attempt to resolve the Dispute within thirty (30) days (or longer if mutually agreed by the Parties in writing) after submission of the dispute notice, and if such efforts are unsuccessful, the Dispute shall be submitted to arbitration as provided in Section 6.2.2 [Arbitration] below.

6.2.2 Arbitration. Any controversy, dispute or claim of whatever nature and irrespective of the facts or circumstances or the legal theories advanced, in which the amount in controversy exceeds the jurisdiction of small claims court and which was not resolved in the dispute resolution procedure set forth in Section 6.2.1 [Informal Dispute Resolution Procedure], shall be resolved by binding arbitration at the request of either Party. The arbitration shall be administered by JAMS and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. Such arbitration

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shall occur in Clark County, Nevada. The Parties shall divide equally the cost of the arbitration, but the arbitrator may award such fees to the prevailing party in the award. The Parties shall each bear their respective attorney's fees and costs. In no event may the arbitrator(s) require specific performance or grant equitable relief.

6.3 Notice. All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered or certified mail or U.S. Postal Service Express Mail, or by Federal Express or other overnight courier that guarantees next day delivery,. The addresses specified on the signature page shall be the addresses for delivery or mailing of notice. The Parties may change the names and addresses noted above through written notice in compliance with this Section. Notices shall be effective upon receipt.

6.4 Assignment. Neither party may assign or transfer this Agreement or any of its rights hereunder, or delegate any of its obligations hereunder, without the prior written consent of the other party. A transfer or assignment shall include the following: (1) change of ownership, whether by merger, consolidation, reorganization, or asset sale; (2) change of majority voting control or financial interest; or (3) change of management.

6.5 Amendments. The Provider Manual may be amended from time to time during the term of this Agreement by AHP. To the extent possible, such notices shall be effective upon not less than thirty (30) calendar days' prior notification to Hospital from AHP. This Agreement may be amended, effective upon notification to Hospital from AHP, to comply with Law as reasonably interpreted by AHP. Medicare Benefit Plan changes shall be effective upon approval of CMS. Except as provided in this Section, no amendments or modifications to this Agreement shall be valid unless made in writing and signed by both Hospital and AHP.

6.6 Solicitation of AHP Members. Hospital shall not directly or indirectly engage in conduct by an officer, agent, employee, affiliate or contractor of Hospital or their respective assignees or successors during the Term of this Agreement, and during the twelve (12) months immediately following the effective date of termination of this Agreement which may be reasonably interpreted as designed to persuade Members to dis-enroll from the Medicare Benefit Plan or discontinue their relationship with a AHP.

6.7 Confidentiality of this Agreement. AHP acknowledges that Hospital is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239 and as such its contracts are public documents available to copying and inspection by the public. This Agreement shall not become effective until it is presented to be approved during a public meeting of Hospital's governing board. If Hospital receives a demand for the disclosure of any information related to this Agreement which AHP has claimed to be confidential and proprietary, such as AHP programs, services, business practices or procedures, Hospital will immediately notify AHP of such demand and AHP shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order.

6.8 Entire Agreement. This Agreement, including all Exhibits, attachments and amendments hereto, contains all the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the Parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect. This Agreement supersedes any other agreement Hospital has with AHP.

ARTICLE VII
COMPLIANCE WITH LAW

7.1 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be

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construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of Nevada, except where preempted by federal law, and the laws of the United States of America. Any provisions required to be in this Agreement by Law shall bind AHP and Hospital whether or not expressly provided in this Agreement. AHP and Hospital shall be subject to the requirements set forth in Exhibit 4 [Medicare Advantage Regulatory Exhibit], hereto. In addition, Hospital shall comply with all applicable rules and regulations of the applicable state medical boards.

7.2 HIPAA Compliance. Hospital represents and warrants that it is presently and shall remain at all relevant times compliant with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Hospital represents and warrants with respect to all Protected Health Information ("PHI"), (as defined under 45 C.F.R. § 164.501), that it is a Covered Entity under 45 C.F.R. Section 164.501 (and not a business associate of AHP), and that it shall use all appropriate safeguards to prevent the use or disclosure of PHI other than as allowed by Law.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the undersigned have executed this Hospital Agreement effective as of the Effective Date.

ALIGNMENT HEALTH PLAN OF NEVADA, INC.	**UNIVERSITY MEDICAL CENTER**
By: DocuSigned by: Tammy Marovich 8AE1C6E20B7A490...	By:
Print Name: Tammy Marovich	Print Name: Mason Van Houweling
Title: National SVP Network Strategy & Market Dev	Title: Chief Executive Officer
Date: 3/16/2022 | 12:27:14 PM PDT	Date:
	Tax ID #:88-6003436 NPI # 1548393127
	CAQH#:
Notices to: Alignment Health Plan of Nevada 1100 W. Town & Country Road Suite 1600 Orange, CA 92868 Attn: President cc: VP, Network Management	Notices to: University Medical Center Address: 1800 W. Charleston Blvd. Las Vegas, Nevada, 89102 Attn: Email: Phone #:

TO BE COMPLETED BY AHP ONLY:

EFFECTIVE DATE:

EXHIBIT 1
COMPENSATION
ALIGNMENT HEALTH PLAN – COMPENSATION SCHEDULE

[The information in this attachment is confidential and proprietary in nature]

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EXHIBIT 2
HOSPITAL SERVICES

1. Hospital Services shall consist of the following services: List Hospital service inventory

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EXHIBIT 3
HOSPITAL ROSTER AND INFORMATION

Hospitals and facilities rendering Covered Services to Members under this Agreement (include additional pages, if needed):

Facility Name	Address	City	State	Zip Code	County	TAX ID	NPI #	Medicare #

Billing Information. Hospital shall submit a W-9 that includes the billing information for each Hospital Participating Provider or entity included under this Agreement. Hospital shall promptly notify in writing of any changes to such information

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EXHIBIT 4
MEDICARE ADVANTAGE REGULATORY EXHIBIT

This Exhibit sets forth the requirements established by CMS, in addition to those set forth elsewhere in the Agreement, applicable to Covered Services provided to Members. Unless otherwise provided in this Exhibit or the Agreement, capitalized terms have the same meaning as set forth in 42 CFR Part 422. In the event of a conflict between this Exhibit and the remainder of the Agreement, this Exhibit shall govern.

1. Compliance with CMS Agreement. Hospital shall perform Covered Services and other obligations under the Agreement and this Exhibit in a manner that is consistent and compliant with the CMS Agreement. A copy of the CMS Agreement shall be made available to Hospital upon request. Hospital shall comply with applicable Federal Laws, regulations and CMS instructions. Without limiting the above, Hospital shall comply with Federal Laws designed to prevent or ameliorate fraud, waste and abuse, including but not limited to applicable provisions of Federal criminal Law, the False Claims Act (31 U.S.C. § 3729 et. seq.) and the anti-kickback statute (42 U.S.C. § 1320a-7b(b)); and HIPAA administrative simplification rules at 45 CFR Parts 160, 162, and 164. Additionally, Hospital agrees to comply with AHP's and Contracted MCO's policies and procedures related to the Medicare Benefit Plan. AHP and Contracted MCO shall monitor the parties' performance under the Agreement on an ongoing basis. **[[42 CFR § 422.504(i)(3)(iii)]] [[42 CFR § 422.504(h)]] [[42 CFR § 422.504(i)(4)(iii)]]**

2. Downstream Entities. Hospital shall ensure that Hospital's Downstream Entities agree in writing to comply with all applicable provisions of the Agreement and this Exhibit. Downstream Entities mean all subcontractors who enter into contracts directly or indirectly with Hospital to provide services to Members pursuant to the Agreement. **[[42 CFR § 422.504(i)(4)(v)]]**

3. Access to Records. Hospital shall permit the U.S. Department of Health and Human Services ("HHS"), the Comptroller General, or their designees to audit, evaluate, collect, and inspect any books, contracts, computer or other electronic systems, including medical records and documentation of Hospital related to the CMS Agreement (collectively, the "Records"). Hospital agrees to make available its premises, physical facilities and equipment, records relating to Members, and any additional relevant information that CMS may require. The right of HHS, the Comptroller General, or their designees to inspect, evaluate, and audit Hospital's Records for any particular contract period under the CMS Agreement shall exist for a period of ten (10) years from the later to occur of (i) the final date of the contract period for the CMS Agreement, or (ii) the date of completion of any audit (the "Audit Period"). HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any Records directly from Hospital or any Downstream Entity. Hospital shall keep and maintain accurate and complete Records throughout the term of the Agreement and the Audit Period. **[[42 CFR § 422.504(d)-(e); 422.504(h)(2); 422.504(i)(2)(i) and (ii)]]**

4. Delegated Activities. To the extent activities or responsibilities of AHP or Contracted MCO under the CMS Agreement are delegated to Hospital pursuant to the Agreement ("Delegated Activities"), Hospital agrees that (i) the Agreement shall specify the Delegated Activities and required reporting requirements; (ii) Hospital agrees to perform Delegated Activities in accordance with the Agreement (iii) the performance of the Delegated Activities and responsibilities thereof shall be subject to monitoring on an ongoing basis by AHP or Contracted MCO; and (iv) in the event that AHP, Contracted MCO or CMS determines that Hospital has not satisfactorily performed any Delegated Activity or responsibility, then AHP or Contracted MCO shall have the right, at any time in its sole discretion, to revoke the Delegated Activities by terminating the Agreement in whole or in part, to institute corrective action plans or seek other remedies or curative measures as contemplated by the Agreement. Hospital shall not further delegate any activities or requirements without the prior written consent of AHP or Contracted MCO. **[[42 CFR §422.504(i)(4)(ii)-(iii)]]**

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5. Member Health Records. Hospital will comply with AHP's or Contracted MCO's confidentiality and Member record accuracy requirements, including: (1) abiding by all Federal and State Laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal and State Laws, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Members to the records and information that pertain to them. **[[42 CFR § 422.118]] [[42 CFR § 422.504(a)(13)]]**

6. Prompt Payment. AHP shall promptly pay Hospital's claims for Covered Services in accordance with the Agreement. **[[42 CFR § 422.520(b)]]**

7. Member Hold Harmless. With the exception of Member Cost-Sharing Payments and charges for non-Covered Services delivered on a fee-for-service basis with the Member's prior written acknowledgement of financial responsibility, Hospital shall in no event, including, without limitation, non-payment by AHP or the Contracted MCO, insolvency of AHP or the Contracted MCO, or breach of this Agreement, bill, charge, collect a deposit from, seek compensation or remuneration from, or have any recourse against any Member or any person (other than AHP) acting on behalf of any Member for Covered Services provided or arranged pursuant to this Agreement. Hospital shall not hold a Member liable for, nor maintain any action at law or equity against a Member to collect, sums that are the legal obligation of AHP or Contracted MCO. Upon notice of any such action, AHP may terminate the Agreement and take all other appropriate action consistent with the terms of this Agreement. Hospital obligations under this Section shall survive the termination of this Agreement with respect to Covered Services provided or arranged during or after the term of this Agreement. This Section supersedes any oral or written contrary agreement between Hospital and any Member or Member representative. **[[42 CFR § 422.504(i)(3)(i)]] [[42 CFR § 422.504(g)(1)(i)]]**

8. Dual Eligible Members. Members who are dually eligible for Medicare and Medicaid shall not be responsible for any Member Cost-Sharing Payment for Medicare Part A or Part B services when these amounts are the responsibility of the state Medicaid program. AHP or Contracted MCO shall inform Hospital of Medicare and Medicaid benefits and rules for Members eligible for both Medicare and Medicaid as is necessary for Hospital's compliance with this Section. Neither AHP nor Contracted MCO imposes Member Cost-Sharing Payments on Members that exceed the amount that would be permitted under Title XIX of the Social Security Act if the Members were not enrolled in a Medicare Benefit Plan. Hospital shall accept payment from AHP as payment in full for such services or, where permitted, may bill the appropriate state source. **[[42 CFR § 422.504(g)(1)(iii)]]**

9. Advance Directives. Hospital shall document, in a prominent part of a Member's medical record, whether or not the Member has executed an advance directive. Hospital shall also comply with applicable State Laws with respect to advance directives. **[[42 CFR § 422.128(b)(1)(ii)(E)]]**

10. Accessible and Culturally Competent Services. Hospital shall provide accessible clinical and non-clinical services in a culturally competent manner to all Members, including those with limited English proficiency or reading skills, diverse cultural and ethnic backgrounds. **[[42 CFR § 422.112(a)(8)]]**

11. Permitted Communications. Nothing in the Agreement shall be construed to prohibit: (i) communications necessary or appropriate for the delivery of health care services; (ii) communications to Members regarding treatment alternatives regardless of the provisions or limitations of the Member's coverage; (iii) communications to Members regarding applicable rights to appeal coverage determinations; (iv) communications to Members identifying the type of reimbursement arrangement under which Hospital is compensated for Hospital Services under this Agreement (i.e. fee-for-service, capitation, etc.), excluding any communications with regard to the rates of reimbursement hereunder; or (v) any other communications expressly permitted under applicable Law.

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12. Excluded Individuals. Hospital acknowledges and agrees that it is not excluded, and shall not employ or contract for the provision of health care services, utilization review, or administrative services pursuant to this Agreement with any individual or entity (hereafter, "person") whom Hospital knows or reasonably should have known is excluded from participation in the Medicare and Medicaid program under Section 1128 or 1128A of the Social Security Act ("Excluded Person(s)"). Hospital hereby certifies that no such Excluded Person currently is employed by or under contract with Hospital. Hospital shall review the Office of Inspector List of Excluded Individuals and Entities, the System for Award Management exclusion list, and verify on a monthly basis or as often as required by CMS guidelines, that the persons it employs or contracts for the provision of services pursuant to this Agreement are in good standing. Hospital shall promptly disclose to AHP any exclusion, or other event that makes a Hospital employee or Downstream Entity ineligible to perform work related to federal health care programs. [[42 CFR § 422.752(a)(8)]] Hospital agrees to be bound by the provisions set forth at 2 CFR Part 376.

13. Preclusion List. Hospital acknowledges and agrees that neither AHP nor Hospital may make payment for a health care item or service furnished by an individual or entity that is included on the Preclusion List as defined in 42 CFR § 422.2 ("Preclusion List"). Hospital shall not employ nor contract for the provision of health care services, any individual or entity whom Hospital knows or reasonably should have known is included in the Preclusion List. Hospital shall agree to terminate from AHP's network any Hospital Participating Provider(s) that are included on the Preclusion List in accordance with CMS requirements and AHP guidelines. Hospital shall promptly disclose to AHP, should Hospital become aware, that a Hospital Participating Provider is included on the Preclusion List. Nothing in this Section is intended to replace or contradict the requirements in Section 12. [[42 CFR 422.2, 42 CFR § 422.222 and 42 CFR § 4252.224]].

14. Federal Funds. Hospital acknowledges that payments it receives from AHP pursuant to this Agreement are, in whole or part, from Federal funds. Therefore, Hospital and its Downstream Entities are subject to certain Laws that are applicable to individuals and entities receiving Federal funds, which may include but are not limited to, Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 84; the Age Discrimination Act of 1975 as implemented by 45 CFR Part 91; the Americans with Disabilities Act; the Rehabilitation Act of 1973 and any other regulations applicable to recipients of Federal Funds.

15. Risk Adjustment Data. Hospital shall provide to AHP or Contracted MCO risk adjustment data as required by AHP, Contracted MCO or CMS. Upon AHP's, Contracted MCO's or CMS's request, Hospital shall submit a sample of medical records for the validation of risk adjustment data. Hospital acknowledges that penalties may apply for submission of false or inaccurate data. Hospital certifies based on best knowledge, information and belief that the data it submits under 42 CFR § 422.310 are accurate, complete and truthful.

16. Compliance-Training, Education and Communications. Hospital agrees and certifies that it, as well as its employees, Downstream Entities, and agents who provide services under this Agreement shall participate in applicable compliance training, education and/or communications (referred to as "General Compliance Training"), including Fraud, Waste and Abuse Training (referred to as "Fraud, Waste and Abuse Training")(hereinafter, "General Compliance Training and Fraud, Waste and Abuse Training, collectively referred to as "Compliance Training") mandated by CMS, and such Compliance Training must be made a part of the orientation for a new employee or new Downstream Entity.

17. Program Integrity. Hospital agrees to provide notice based on best knowledge, information, and belief to AHP or Contracted MCO in the event Hospital or any of its Downstream Entities is criminally convicted or has a civil judgment entered against it for fraudulent activities or is sanctioned under any federal program involving the provision of health care or prescription drug services. [[CMS Agreement, Article III.H.2]].

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18. Offshore Subcontractors. In no event shall Hospital employ or contract with a person or entity pursuant to which Medicare beneficiary protected health information will be sent or accessed offshore without the prior written consent of AHP or Contracted MCO. For purposes of this Section, "offshore" refers to outside the fifty United States and the United States territories (*i.e.*, American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands).

19. Non-Discrimination. Hospital shall not deny, limit, or condition the provision of Covered Services to Members on the basis of any factor that is related to health status, including, but not limited to: medical condition, including mental as well as physical illness; claims experience; receipt of health care; medical history; genetic information; evidence of insurability, including conditions arising out of acts of domestic violence; or, disability. Hospital shall not discriminate against Members in the delivery of health care services based on race, ethnicity, national origin, religion, gender, age, mental or physical disability, sexual orientation, genetic information, or source of payment (i.e. Hospital or Hospital Participating Provider cannot refuse to provide Covered Service to Members because the Member receives assistance with Medicare cost-sharing from a State Medicaid program). In providing Covered Services to Members, Hospital shall comply with all applicable Laws including, but not limited to, the Civil Rights Act, the Age Discrimination Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Genetic Information Nondiscrimination Act of 2008.

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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: 27

Corporate/Business Entity Name:	Alignment Health Plan of Nevada, Inc.	
(Include d.b.a., if applicable)		
Street Address:	1600 Town and County Road, Ste 1600	**Website:**
City, State and Zip Code:	Orange, CA 92868	**POC Name:** **Email:**
Telephone No:	844-310-2247	**Fax No:**
Nevada Local Street Address: **(If different from above)**	8395 West Sunset Road, Suite 110	**Website:** alignmenthealthplan.com
City, State and Zip Code:	Las Vegas, Nevada 89119	**Local Fax No:**
Local Telephone No:		**Local POC Name:** Raynette Howard **Email:** rhoward@ahcusa.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)
See Attachment 1		

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☒ Yes ☐ No See Attachment 1

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.

DocuSigned by:
Tammy Marovich
9AE1C6E20B7A490...
Signature

Tammy Marovich
Print Name

National SVP Network Strategy & Market Dev
Title

3/16/2022 | 12:27:14 PM PDT
Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(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

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ATTACHMENT 1

100% of the ownership of Alignment Health Plan of Nevada, Inc. is held indirectly by a publicly traded company: Alignment Healthcare, Inc.

The following are the officers and directors of Alignment Health Plan of Nevada, Inc.:

Directors:

John Kao
Thomas Freeman
Donald Furman
Dawn Maroney
Vina Fuentebella

Officers:

John Kao (CEO)
Richard Cross (Secretary)
Thomas Freeman (CFO)

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Retinopathy of Prematurity Agreement with Bruce E. Snyder, M.D.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board ratify the Retinopathy of Prematurity Agreement with Bruce E. Snyder, M.D., and authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000617100 Funded Pgm/Grant: N/A
Description: Retinopathy of Prematurity Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: 3/20/2022 to 3/19/2025 with two, 1-year options
Amount: $120,000 per year or potential aggregate is $600,000 for five (5) years
Out Clause: 90 days w/o cause

BACKGROUND:

This request is for ratification of the Retinopathy of Prematurity Agreement ("Agreement") with Bruce E. Snyder, M.D. ("Provider"), entered into by the parties on March 8, 2022, for Provider to provide on-call retinopathy of prematurity screenings and services to newborns at the NICU Department seven (7) days each week. The Agreement needed to be entered into immediately as the current provider of services issued a notice terminating their services effective March 19, 2022. UMC needed to secure replacement services effective March 20, 2022. Staff also requests authorization for the Hospital CEO, at the end of the initial Term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

UMC will compensate Provider $120,000 per year or a potential aggregate of $600,000 for five (5) years from March 20, 2022 to March 19, 2025 with two, 1-year extension options. Either party may terminate this Agreement with a 90-day written notice to the other.

UMC's Support Services Executive Director has reviewed and recommends ratification of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Provider is coordinating with the Department of Business License in obtaining a Clark County vendor registration.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 23, 2022 meeting and recommended for ratification by the Governing Board.

Cleared for Agenda
March 30, 2022

Agenda Item #
6

RETINOPATHY OF PREMATURITY AGREEMENT

This Retinopathy of Prematurity Agreement ("Agreement") is made and entered into this 8th day of March, 2022, by and between **BRUCE E. SNYDER, M.D.**, a licensed Nevada physician ("Provider"), and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Hospital").

WHEREAS, Hospital is the operator of a licensed general acute care hospital in which there is a Department of Pediatrics that desires to offer Retinopathy of Prematurity ("ROP") screenings and services to newborns ("Services"); and

WHEREAS, Provider desires to contract for and provide said Services to Hospital in the specialty of Ophthalmology, as more specifically described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

1.1 Department. Unless the context requires otherwise, Department refers to the Department of Pediatrics which includes Hospital's Neonatal Intensive Care Unit.

1.2 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.3 On-Call Services. Emergency and on-call ROP services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week.

1.4 ROP Screening. This refers to live screening only and does not involve remote screening associated with telemedicine.

II. PROVIDER'S OBLIGATIONS

2.1 Department Coverage for Services. Provider shall deliver to the Department the Services through an appropriate number of physicians and/or other appropriately trained personnel ("ROP Screen Personnel") as listed on **Exhibit A**, which shall be subject to change from time to time. Without limiting the foregoing, Provider, through its ROP Screen Personnel, shall:

a. Provide **on-call** medical coverage of the NICU by a Specialist. Provider shall establish the schedules to ensure appropriate coverage of the NICU;

b. Provide a physician to sponsor the operation and management of the Services;

c. Provide ROP screening equipment and disposable supplies;

d. Prohibit ROP Screen Personnel from performing Services under this Agreement in the event that:

1. The ROP Screen Personnel's license to practice medicine in the State of Nevada is suspended or revoked; or

2. The ROP Screen Personnel's medical staff membership or clinical privileges in Neonatology are suspended or revoked in accordance with the Medical Staff Bylaws after Provider receives written notice thereof.

e. Participate in Hospital's utilization review and quality assurance programs;

f. Provider shall carry professional liability insurance at its own expense in accordance with the minimums established by the Bylaws of the Medical Staff and related documents. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary; and

g. Ensure that its ROP Screen Personnel and equipment utilized at Hospital, if any, are at all times in compliance with Hospital's I-66 Policy, as may be amended from time to time. Notwithstanding anything to the contrary in such policy, the parties expressly agree that ROP Screen Personnel are not Allied Health providers. The parties further agree that all required approvals necessary for the ROP Screen Personnel under such policy shall be completed by Provider and Provider shall give Hospital an attestation that all such items were completed for the ROP Screen Personnel.

2.2 Medical Staff Appointment.

a. All ROP Screen Personnel shall at all times hereunder, be members in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileging. If ROP Screen Personnel fail to maintain staff appointment of clinical privileges in good standing, he/she will not be permitted to render the Services and will be replaced promptly by Hospital. Hospital shall replace ROP Screen Personnel who are suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event an appointment to Hospital's Medical Staff with clinical privileges is granted solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement.

b. Provider shall be fully responsible for the performance and supervision of any Allied Health Providers or others under his/her direction and control, in the performance of Services under this Agreement.

c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada's Allied Health Providers Manual. In the event than an Allied Health Provider's granting of clinical privileges at Hospital is solely for

purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement or Provider's removal of the Allied Health Provider under this Agreement.

2.3 Representations of Provider.

a. All ROP Screen Personnel providing the Services in accordance with this Agreement shall:

1. Maintain an unrestricted license to practice medicine in the State of Nevada;

2. Meet the educational, training and licensure requirements to sit for the general (Pediatric) Ophthalmology certifying examination;

3. Qualify for and maintain medical staff membership and clinical privileges at Hospital; and

4. Meet all other professional qualifications and standards set forth in Hospital's Medical Staff Bylaws ("Medical Staff Bylaws"), a copy of which shall be provided to Provider prior to the execution of this Agreement.

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) business days after Provider becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3 or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and/or fails to meet any of the requirements in this Agreement.

2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.6 Industrial Insurance.

a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.

2.7 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.8 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (1) was created or received by either party; (2) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (3) identifies such individual.

b. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from Hospital, and shall be permitted only to use and disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), regulations promulgated thereunder ("HIPAA Regulations") and applicable state law. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit Hospital, Provider and their respective employees and other representatives, to have access to and use of Protected Health Information for purposes of the OHCA. Hospital and Provider shall share a common patient's Protected Health Information to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

III. HOSPITAL'S OBLIGATIONS

3.1 During the Term of this Agreement, Hospital shall:

a. Assist in distributing to obstetricians, pediatricians and families of newborns on information promoting the benefits of the ROP Screening Program.

b. Provide Provider with sufficient office space for the ROP Screening Program, computer access with access to the internet (similar to Hospital's employees) and e-mail system, a locked file cabinet, and adequate space to enable Provider to secure its equipment, its locked file cabinet, its forms and its disposable supplies. Hospital will not be responsible for any of Provider's supplies or equipment while onsite.

c. Keep and maintain, at its sole cost and expense, professional and general liability coverage for the acts and omissions of Hospital, its officers, directors, employees and agents (excluding Provider and its ROP Screen Personnel should it or they be deemed to be agents notwithstanding the contrary intent of the parties). All such insurance shall be issued upon such forms and in such amounts that are customary in the hospital industry. Hospital is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Hospital are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Hospital is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Hospital will provide Provider with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.

IV. BILLING

4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider's access to Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.

4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.

4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:

a. To use its best efforts to ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;

b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does

not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and

c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

5.1 Compensation for Professional Services. During the Term, and subject to Section 7.5 below, Hospital shall pay Provider the amount of **One Hundred Twenty Thousand Dollars ($120,000.00) per year**, payable in equal installments of Ten Thousand Dollars ($10,000.00) per month. Hospital shall make each payment on or before the third (3rd) Friday of each month.

5.2 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM AND TERMINATION

6.1 Term of Agreement. The initial term of this Agreement ("Initial Term") shall be for three (3) years from March 20, 2022 through March 19, 2025. At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2 Termination Without Cause. Either party may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination; provided however, it will not relieve Hospital of any payment due and owing to Provider for Services rendered under the terms of this Agreement.

VII. MISCELLANEOUS

7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than $10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

7.5 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 Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital'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. Hospital 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 thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no

other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to, Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.htinl. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.

7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.

7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, facsimile, electronic mail or by hand delivery, and directed to the appropriate party as follows:

To Hospital:	University Medical Center of Southern Nevada Attn: Chief Executive Officer 1800 West Charleston Boulevard Las Vegas, Nevada 89102
To Provider:	Bruce Snyder, M.D. 2290 Driftwood Tide Avenue Henderson, Nevada 89052

7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

BRUCE E. SNYDER, M.D.	**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**
By: _____	By: _____
Bruce Snyder, M.D.	Mason Van Houweling
Owner	Chief Executive Officer

Exhibit A
Provider's ROP Screen Personnel

Bruce Snyder, M.D.
Charles Calvo, M.D.

Attachment 1
Notice of False Claims and Statements

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;

- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

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: 1

Corporate/Business Entity Name:	Bruce E. Snyder, M.D.	
(Include d.b.a., if applicable)		
Street Address:	2290 Driftwood Tide Ave	**Website:**
City, State and Zip Code:	Henderson, NV 89052	**POC Name:** **Email:** besnydermd@outlook.com
Telephone No:	702-606-8296	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
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)

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.

Bruce E. Snyder, M.D.

Bruce E. Snyder, MD

Signature | Print Name

Physician / Owner | 2/24/2022

Title | Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**First Amendment to the Product Supply Agreement with Praxair Distribution, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the First Amendment to the Product Supply Agreement with Praxair Distribution, Inc.; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000718100 Funded Pgm/Grant: N/A
Description: First Amendment to Product Supply Agreement for Nitric Oxide gas
Bid/RFP/CBE: NRS 332.115.4
Term: July 1, 2021 – June 2024. The original Agreement has a Term of three (3) years with two (2) options to renew for one (1) year each.
Amount:

Original Agreement	$450,000
First Amendment	$400,000
New Total	$850,000

Out Clause: Budget Act/Fiscal Fund Out clause

BACKGROUND:

In July of 2021 UMC and Praxair executed a Product Supply Agreement for nitric oxide products used primarily in the ICU and NICU units. This First Amendment will add an additional $400,000 to the original PO and change the not-to-exceed amount of the original Agreement to $850,000. Despite the additional funding request, the change to Praxair from the previous vendor for nitric oxide products will still result in approximately $90,000 in annual savings for UMC.

UMC's Director of Respiratory Services has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 23rd, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
March 30, 2022

Agenda Item #
7

Praxair Distribution, Inc. currently holds a Clark County business license.

FIRST AMENDMENT TO THE PRODUCT SUPPLY AGREEMENT

This First Amendment ("**First Amendment**") to the Product Supply Agreement between University Medical Center of Southern Nevada ("**Buyer**") and Linde Gas & Equipment Inc. (formerly known as Praxair Distribution, Inc., "**Seller**") is entered into and effective as of the last date of signature below ("**First Amendment Effective Date"**).

WHEREAS, Buyer and Seller have agreed to that certain Product Supply Agreement having an effective date of July 1, 2021 (the "**Agreement**"); and

WHEREAS, Buyer and Seller wish to amend the Agreement in certain respects as provided in this Amendment.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Sentence two (2) of Section 13 of the Agreement is hereby deleted in its entirety and replaced with the following:

   "Solely for the Buyer's internal budgeting and approval purposes, this Agreement has a not-to-exceed value of $850,000 for the Term."

2. Except as expressly amended in this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the last date of signature below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	**LINDE GAS & EQUIPMENT INC.**
By: _____	By: _____
Name: Mason Van Houweling_____	Name: _____
Title: CEO_____	Title: _____
Date: _____	Date: _____

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	X☐ 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:	Linde Gas & Equipment, Inc.	
(Include d.b.a., if applicable)		
Street Address:	10 Riverview Drive	**Website:** lindeus.com
City, State and Zip Code:	Danbury, CT 06810	**POC Name:** Jason Aexel **Email:** Jason.aexel@linde.com
Telephone No:	262-661-3743	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
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)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? X☐ 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 X☐ 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 X☐ 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.

Jason J Aexel
Signature

Jason Aexel
Print Name

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A
(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
AGENDA ITEM

Issue:	**Amendment No. 3 to Contract for Medical Core & Support Services for HIV/AIDS Infected & Affected Clients in Las Vegas, Ryan White, Transitional Grant Area (RFP 604274-16) with Clark County, Nevada**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment No. 3 to Contract for Medical Core & Support Services for HIV/AIDS Infected & Affected Clients in Las Vegas, Ryan White, Transitional Grant Area with Clark County, Nevada to renew Ryan White Part A services; authorize the Chief Executive Officer to accept any additional partial awards of grant funds to UMCSN; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5421.006
Fund Name: UMCSN Restricted Fund
Fund Center: 3000726300
Funded Pgm/Grant: Ryan White Program
Description: Contract for Ryan White Grant
Term: February 28, 2022 to September 22, 2022
Bid/RFP/CBE: N/A
Amount: $1.2 Million Annually
Out Clause: N/A

BACKGROUND:

The University Medical Center of Southern Nevada's (UMCSN) Wellness Center has received Ryan White funding for Part A since February 1st, 2000. This program supports patients with HIV/AIDS in the Southern Nevada/Las Vegas Area. The Interlocal Contract for Medical Core & Support Services for HIV/AIDS Infected & Affected Clients in Las Vegas, Ryan White, Transitional Grant Area, RFP No. 604274-16, (Contract) renewed the Ryan White Part A services for the period of March 1, 2017 through February 28, 2018, with an option to renew for four (4), one-year option periods, or until February 28, 2022. The Contract was amended on April 3, 2018 and September 3, 2019 to revise the services stated in Exhibit A.

The total award amount UMCSN receives per year is $1.2 Million.

This Amendment extends the expiration from February 28, 2022 to September 22, 2022. The Ryan White Grant awards have not yet been determined. This extension will provide the additional time for the Grant amounts to be determined.

Cleared for Agenda
March 30, 2022

Agenda Item #
8

UMC's Wellness Center Manager has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMCSN's Office of General Counsel.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 30, 2022 meeting and recommended for approval by the Governing Board.

AMENDMENT NO. 3
RFP NO. 604274-16
CONTRACT FOR MEDICAL CORE & SUPPORT SERVICES FOR HIV/AIDS INFECTED & AFFECTED CLIENTS IN LAS VEGAS, RYAN WHITE, TRANSITIONAL GRANT AREA

THIS AMENDMENT is made and entered into this _____ day of March, 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA WELLNESS CENTER (hereinafter referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the parties entered into an agreement under RFP Number 604274-16, entitled Contract for Medical Core & Support Services for HIV/AIDS Infected & Affected Clients in Las Vegas, Ryan White, Transitional Grant Area dated March 21, 2017 (hereinafter referred to as CONTRACT); and

WHEREAS, the parties desire to amend the CONTRACT.

NOW, THEREFORE, the parties agree to amend the CONTRACT as follows:

1. SECTION I: TERM OF CONTRACT, PAGE 1

   ORGINALLY WRITTEN:
   COUNTY agrees to retain PROVIDER for the period from date of award through February 28, 2018, with the option to renew for four (4), one -year period subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

   REVISED TO READ:
   COUNTY agrees to retain PROVIDER for the period from date of award through February 28, 2018, with the option to renew for four (4), one-year periods and a 7-month extension through September 30, 2022, subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

2. The revisions contained herein are effective as of March 1, 2022.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

COUNTY:
COUNTY OF CLARK, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

PROVIDER:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA
WELLNESS CENTER

By: _____
MASON VAN HOUWELING
University Medical Center, CEO

APPROVED AS TO FORM:
STEVEN B. WOLFSON, District Attorney

By: _____
ELIZABETH VIBERT
Deputy District Attorney

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Ryan White Provider Agreement with Board of Regents College of Southern Nevada**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the the Provider Agreement between Board of Regents on behalf of the College of Southern Nevada and University Medical Center of Southern Nevada for dental services to Ryan White participants; authorize the Chief Executive Officer to exercise any extension/renewal option; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5421.006
Fund Name: UMC Patient Grant – Ryan White
Fund Center: 3000726300
Funded Pgm/Grant: Ryan White
Description: Dental Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 4/1/2022-2/28/2025 with two (2) one-year renewals
Amount: NTE $675,000.00
Out Clause: 30 days without cause

BACKGROUND:

Since 1999, UMC has had an Agreement with The Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada (CSN) to provide dental services for patients diagnosed with HIV in the Las Vegas Eligible Metropolitan Area at UMCSN's Wellness Center. This request is to approve a new agreement with CSN for dental services. The compensation will continue pursuant to the established fee schedule, not to exceed $125,000.00 annually.

The Agreement term is from April 1, 2022 through February 28, 2025 with the option to renew for (2) two one-year periods unless terminated with a 30-day written notice.

In accordance with NRS 332.115.1 (b), the competitive bidding process is not required as this is a professional service.

The Outpatient and Ambulatory Clinic Manager of the Wellness Center has 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
March 30, 2022

Agenda Item #
9

The Department of Business License has determined that CSN is not required to obtain a Clark County business license nor a vendor registration. CSN is a state school.
This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 23, 2022 meeting and recommended for approval by the Governing Board.

PROVIDER AGREEMENT
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION
ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA

THIS AGREEMENT is made and entered into by and between University Medical Center of Southern Nevada (hereinafter called "UMC") and Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada (hereinafter called "Provider").

WHEREAS, UMC is a county hospital established pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes;

WHEREAS, since January 1998 UMC has been a long-standing participant of the federal funded Ryan White HIV/AIDS Program ("Program") that provides HIV-related health services to those who do not have sufficient health care coverage or financial resources;

WHEREAS, UMC desires outpatient dental and preventative dental hygiene services for HIV/AIDS Wellness Center Ryan White eligible clients in the area of Clark County, Nevada;

WHEREAS, Provider is qualified and desires to render such outpatient dental and preventative dental hygiene services for HIV/AIDS Wellness Center Ryan White eligible clients; and

WHEREAS, UMC desires to engage Provider to render certain outpatient dental and preventative dental hygiene services for HIV/AIDS Wellness Center Ryan White eligible clients.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PURPOSE

UMC hereby hires Provider to provide outpatient dental and preventative dental hygiene services to HIV infected individuals in the Las Vegas Eligible Metropolitan Area for UMC's Wellness Center ("Center") for the Program.

II. SCOPE OF SERVICES

Provider shall perform the services as described in Attachment A, appended hereto and made part of this Agreement.

III. COMPENSATION

1. UMC shall reimburse Provider for the services described in Attachment A at the agreed upon rates in Attachment B for actual hours worked and/or services satisfactorily performed in an amount not to exceed $125,000 annually. All expenses/costs incurred by Provider in excess of this amount shall be the sole responsibility of Provider.

2. It is agreed by the parties that at all times and for all purposes hereunder that Provider is an independent contractor and not an employee of Center or UMC. No statement contained in this Agreement shall be construed so as to find Provider and its employees to be an employee of Center or UMC, and they shall be entitled to none of the rights, privileges, or benefits of employees of Center or UMC whatsoever, including, but not limited to health/welfare benefits, paid holidays, death benefits, vacation leave, personal or sick leave benefits, compensatory time accumulation or leave, or retirement benefits. Provider is responsible to pay all self-employment tax.

3. UMC shall make timely payment of approved clean claims within sixty (60) business days of receipt of claims. In addition to claim submission on the HCFA or UB04 form. Provider

shall include a detailed invoice summary form which includes, at a minimum, a monthly breakdown of the following elements: Patient, tasks completed and/or units of service, CPT codes.

4. Provider shall maintain such records and accounts supporting claims and invoices for a period of five (5) years from the date of final payment under this Agreement, except where unresolved audit questions require retention for a longer period as determined by UMC. Copies of these records shall be available during regular business hours, and upon reasonable advance written notice, for audit purposes by UMC, any authorized representative of Center, any authorized representative of Clark County Nevada, any Ryan White representative or any authorized representative of state or federal government.

IV. RESPONSIBILITIES OF PROVIDER

1. Any and all personnel providing services under this Agreement shall be employees of Provider.

2. Provider and its personnel shall exercise independent professional judgment and shall assume professional responsibility for all services to be provided hereunder.

3. Provider warrants that it is authorized by law to engage in the performance of the activities encompassed by the services described herein.

4. Provider is responsible for the quality and quantity of services performed under this Agreement.

5. Provider shall at its sole expense procure and maintain professional liability, errors and omissions insurance at a limit of not less than one million dollars ($1,000,000) per occurrence and upon UMC's request shall furnish UMC with a "Certificate of Insurance" as verification this coverage is in force.

6. To the extent of any negligence of Provider or its personnel, Provider's insurance coverage shall be primary insurance with respect to UMC and its elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by UMC and its elected/appointed officials, employees or agents shall not contribute to Provider's insurance or benefit Provider in any way.

7. Provider shall comply with all federal, state and local laws, ordinances, rules and regulations (including without limitation, Medicare), all requirements of The Joint Commission, any Program grant requirements, as well as applicable codes of ethics, pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said laws, ordinances, rules or regulations which adversely impact patient care and safety shall constitute a material breach of this Agreement and shall entitle UMC to terminate this Agreement immediately upon delivery of written notice of termination to Provider.

8. Provider and its personnel shall indemnify and hold harmless UMC and its agencies, officials, employees, agents, servants and contractors against any claims, liabilities, or expenses including reasonable attorney fees, arising as a result of any direct or indirect action or omission of Provider, and its providers, employees, agents, clients, or contractors while rendering care under this Agreement.

9. In the event of any professional liability claim against Provider or its personnel, Provider and its personnel shall not seek to join UMC, or Clark County and any of their departments, agencies, officials, employees, servants or agents in such action or hold them responsible in any way for legal protection of Provider and/or its personnel.

10. Upon termination of this Agreement for any reason all finished and unfinished

documents, data, manuals, guides, reports and other documentation prepared by Provider for UMC shall, at the option of UMC, be delivered immediately to Center and remain the property of UMC.

V. MODIFICATIONS AND AMENDMENTS

Any and all modifications to the provisions of this Agreement must be in writing and approved by UMC and/or through UMC's Governing Board.

VI. TERM

The term of this Agreement shall begin on March 1, 2022 and end on February 28, 2025. Thereafter, this Agreement may be renewed by UMC upon written notice to Provider, for two (2) additional one-(1) year terms unless terminated in accordance with Sections VII to X.

VII. TERMINATION WITHOUT CAUSE

Either party may terminate this Agreement by giving to the other party written notification of termination at least thirty (30) days prior to termination. Upon termination, the parties agree that any adjustments necessary shall be made and all monies due for services rendered prior to termination shall be paid within sixty (60) days of the date of termination. UMC shall not be obligated to pay for any services provided by Provider after the effective date of termination.

VIII. TERMINATION FOR CAUSE

If Provider fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Provider shall violate any of the covenants, terms or stipulations of this Agreement, UMC shall have the right to terminate this Agreement immediately by giving written notice to Provider of such termination and specifying the effective date thereof. Final payment shall be based on actual hours of satisfactory performance and/or units of service, and in no case shall UMC be obligated to pay for any services provided by Provider after the effective date of termination.

IX. TERMINATION DUE TO LACK OF FUNDS

In the event that funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, UMC may terminate or renegotiate this Agreement. UMC shall not be obligated to pay for any services rendered after Provider has received written notice of termination pursuant to this Section.

X. BUDGET ACT AND FISCAL FUND OUT CLAUSE

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 UMC for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC'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. UMC 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 current fiscal year. Termination under this Section shall not relieve UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

XI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and (iii) identifies such individual.

b. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from UMC, and shall be permitted only to use and disclose such information to the extent that UMC is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), regulations promulgated thereunder ("HIPAA Regulations") and applicable state law. UMC and provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

c. UMC shall, from time to time, obtain applicable privacy notice acknowledgements and/or authorizations from patients and other applicable persons, to the extent required by law, to permit UMC, Provider and their respective employees and other representatives, to have access to and use of Protected Health Information for purposes of the OHCA. UMC and Provider shall share a common patient's Protected Health Information to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

XII. GENERAL CONDITIONS

1. Provider agrees to accept any additional conditions governing the use of funds or performance of Program as may be required by federal, state or local statute, ordinance, rule or regulation or Program grant requirements. However, should Provider find such additional condition or conditions unacceptable, it has the option of terminating this Agreement upon fifteen (15) days written notice.

2. The parties hereto agree that this Agreement shall not be assignable nor can any part of the services to be provided be subcontracted without written consent of UMC.

3. The waiver of any term of this Agreement, or the failure of UMC to insist on strict compliance and prompt performance of any terms of this Agreement, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by UMC to enforce all terms strictly in the event of a continuous or subsequent default.

4. Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions of the Agreement, which shall remain in full force and effect.

5. This Agreement shall be construed by and governed under the laws of the State of Nevada and subject to the jurisdiction of its courts. Any litigation between the parties relating to this Agreement shall be filed and pursued in the District Court of Clark County.

6. Time shall be of the essence regarding this Agreement.

7. Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed, postage prepaid, to the other party by certified mail, return-receipt requested to the following:

For UMC: Chief Executive Officer
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

For Provider: Board of Regents College of Southern Nevada
6375 W. Charleston Blvd, #A-500
Las Vegas, NV 89102

8. Provider represents and warrants to UMC 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 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. Provider represents and warrants to UMC 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 Provider 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").

9. If the services to be provided by Provider hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), Provider shall, until expiration of four (4) years, make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of Provider that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of $10,000.00 or more over a twelve (12) month period. In addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

   During the term of this Agreement, upon reasonable prior written request and during normal business hours, Provider shall allow UMC reasonable access to Provider records concerning the services provided hereunder. UMC warrants and represents that it has obtained any necessary written consent from UMC patients for the release of such records. Such consent shall satisfy all applicable laws and regulations including but not limited to the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

10. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.

11. The recitals are hereby incorporated as part of this Agreement.

12. This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. This Agreement supercedes and replaces any prior agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the dates set forth below.

UNIVERSITY MEDICAL CENTER SOUTHERN NEVADA	BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA
By:_____	By: Gary E. Widdison, DDS
Mason Van Houweling	Printed Name Gary E. Widdison
Chief Executive Officer	Title: Dental Director
Date:_____	Date: 3/15/2022

ATTACHMENT A
Ryan White Program SOW
DENTAL AND PREVENTATIVE DENTAL HYGIENE SERVICES

1. The Provider shall provide outpatient dental and preventative dental hygiene services to a minimum of 450 referrals per year with evaluation and treatment of at least 250 patients per year. Provider shall be reimbursed based upon the Dental Fee Schedule in the attachment of this Agreement. Rates established in the attached fee schedule shall remain in effect through the term of this Agreement.

2. All services must be preauthorized by UMC Wellness Center. Patient treatment plans must be forwarded to the Wellness Center and are subject to review and approval by UMC's independent dental consultant.

3. Invoices for services rendered must be received by UMC Wellness Center no later than forty-five (45) days after the last date of service in order to be eligible for reimbursement. Invoices should be sent to:

   UMC Wellness Center
   Attn: Ryan White Program
   701 Shadow Lane, Suite 200
   Las Vegas, NV 89106
   Phone: (702) 383-2691
   Fax: (702) 388-4114

4. Payment by UMC is conditioned upon continued funding by the Ryan White Grants. Provider must abide by the agreed upon fee schedule and is subject to a quarterly review of services and an annual on-site audit by the UMC Ryan White Part C program, as this is a legislative HRSA requirement.

5. In rendering services under this Agreement, Provider will abide by all terms and conditions of the Ryan White Grants to UMC.

6. Provider shall restrict access to confidential information obtained from clients to such persons directly connected with the administration or enforcement of this Program.

7. Provider agrees that Program funding cannot be used to pay for emergency room or hospital inpatient services.

8. Provider agrees that Program reimbursement amount is considered final amount and paid in full; balance billing is not allowed.

9. If the Ryan White patient becomes eligible for insurance, Provider agrees to bill the primary insurance. In the event the primary insurance does not pay for the services, Provider will bill the Program who will serve as the payor of last resort.

ATTACHMENT B
Fee Schedule
March 1, 2022 – February 28, 2025

Payment is based on the Fee Schedule Fees in the attached dental fee schedule.

SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	00100	00100	Code Correction	$0.00	$0.00	
	00110	00110	Initial Clinical Oral Exam (DH Stud	$0.00	$0.00	
	00111	00111	Capitation Fee For Services	$0.00	$0.00	
	00112	00112	Unclaimed Property Transaction	$0.00	$0.00	
	00120	00120	Periodic oral evaluation - est. patient	$37.00	$40.00	93%
	00121	00121	Defer Treatment	$0.00	$0.00	
	00122	00122	Referred For Treatment	$0.00	$0.00	
	00140	00140	Limited Oral Evaluation - Prob Focused	$36.00	$45.00	80%
	00145	00145	Oral evaluation for patient under 3 yrs	$0.00	$0.00	
	00150	00150	Comprehensive Oral Eval - New or Est Pa	$39.00	$60.00	65%
	00160	00160	Detailed and Extensive Oral Evaluation	$40.00	$60.00	67%
	00170	00170	Re-Evaluation	$0.00	$0.00	
	00171	00171	PO Visit	$0.00	$0.00	
	00180	00180	Comprehensive Perio Eval - New/Est Pat	$0.00	$0.00	
	00190	00190	Screening of a Patient	$0.00	$0.00	
	00191	00191	Assessment of a Patient	$0.00	$0.00	
	00210	00210	Intraoral - Compl Series 18 Films	$75.00	$90.00	83%
	00220	00220	Intraoral - Periapical-First Radiogr Img	$19.00	$20.00	95%
	00230	00230	Intraoral - Periapical-Each Add`l Rad Im	$10.00	$15.00	67%
	00240	00240	Intraoral - Occlusal Radiographic Image	$16.00	$23.00	70%
	00250	00250	extra-oral 2D projectio	$10.00	$20.00	50%
	00251	00251	extra-oral posterior dent radiogr img	$0.00	$0.00	
	00260	00260	Extraoral - Each Additional Film	$10.00	$15.00	67%
	00270	00270	Bitewing - Single Radiographic Image	$14.00	$20.00	70%
	00272	00272	Bitewings - Two Radiographic Image	$26.00	$30.00	87%
	00273	00273	Bitewings - Three Radiographic Images	$0.00	$0.00	
	00274	00274	Bitewings - Four Radiographic Images	$39.00	$60.00	65%
	00275	00275	Bitewing X-ray - Add Film	$10.00	$15.00	67%
	00277	00277	Vertical Bitewings - 7 to 8 Radiogr Imgs	$0.00	$0.00	
	00290	00290	Post/Ant/Lateral Skull Survey Radiogr Im	$0.00	$0.00	
	00309	00309	DO NOT USE	$0.00	$0.00	
	00310	00310	Sialography	$0.00	$0.00	
	00320	00320	Temporomandibular Joint Arthrogram	$0.00	$0.00	
	00321	00321	Other Temporomandibular Joint Radiogr In	$0.00	$0.00	
	00322	00322	Tomographic Survey	$0.00	$0.00	
	00330	00330	Panoramic Radiographic Image	$75.00	$100.00	75%
	00340	MP	2D cephalometric radiogra	$0.00	$0.00	
	00350	00350	2D photographic image	$0.00	$0.00	
	00351	00351	3D photographic image	$0.00	$0.00	
	00360	00360	Cone beam ct - craniofacial data capture	$0.00	$0.00	
	00362	00362	Cone beam - 2-D image reconstruction	$0.00	$0.00	
	00363	00363	Cone beam - 3-D image reconstruction	$0.00	$0.00	
	00364	00364	Cone Beam CT Capt&Interp, Limited View	$0.00	$0.00	
	00365	00365	Cone Beam CT Capt&Interp-Mandible	$0.00	$0.00	
	00366	00366	Cone Beam CT Capt&Interp-Maxilla	$0.00	$0.00	
	00367	00367	Cone Beam CT Capt&Interp, Both Jaws	$0.00	$0.00	
	00368	00368	Cone Beam CT Capt&Interp for TMJ	$0.00	$0.00	
	00369	00369	Maxillofacial MRI Capture & Interpret.	$0.00	$0.00	
	00370	00370	Maxillofacial Ultrasound Capture & Inter	$0.00	$0.00	
	00371	00371	Sialoendoscopy Capture & Interpret.	$0.00	$0.00	
	00380	00380	Cone Beam CT Capture, Limited View	$0.00	$0.00	
	00381	00381	Cone Beam CT Capture - Mandible	$0.00	$0.00	
	00382	00382	Cone Beam CT Capture - Maxilla	$0.00	$0.00	
	00383	00383	Cone Beam CT Capture, Both Jaws	$0.00	$0.00	
	00384	00384	Cone Beam CT Capture for TMJ	$0.00	$0.00	

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	00385	00385	Maxillofacial MRI Image Capture	$0.00	$0.00	
	00386	00386	Maxillofacial Ultrasound Image Capture	$0.00	$0.00	
	00390	00390	Intraoral Complete Series w/o BWX	$48.00	$70.00	69%
	00391	00391	Interpret. of Img by a Practitioner, Inc	$0.00	$0.00	
	00393	00393	treatmnt sim w/ 3D volume	$0.00	$0.00	
	00394	00394	dgtl subtxn 2+ imgs/vols	$0.00	$0.00	
	00395	00395	fusion of 2+ 3D volumes	$0.00	$0.00	
	00414	00414	Microbial specimen	$0.00	$0.00	
	00415	00415	Collection of Microorganisms for Culture	$30.00	$0.00	
	00416	00416	Viral Culture	$0.00	$0.00	
	00417	00417	Collection and Prep of saliva sample	$0.00	$0.00	
	00418	00418	Analysis of saliva sample	$0.00	$0.00	
	00421	00421	Genetic Test - Susc. to Oral Diseases	$0.00	$0.00	
	00422	00422	collection and prep of genetic sample ma	$0.00	$0.00	
	00423	00423	genetic test for susceptibility to disea	$0.00	$0.00	
	00425	00425	Caries Susceptibility Tests	$25.00	$35.00	71%
	00431	00431	Pre-diag Test for Mucosal Abnormalities	$0.00	$0.00	
	00460	00460	Pulp Vitality Tests	$17.00	$45.00	38%
	00470	00470	Diagnostic Casts	$42.00	$60.00	70%
	00471	00471	Diagnostic Photos	$10.00	$20.00	50%
	00472	00472	Accession of tissue; exam; report	$0.00	$0.00	
	00473	00473	Accession of tissue; exam; report	$0.00	$0.00	
	00474	00474	Accession of tissue; exam; report	$0.00	$0.00	
	00475	00475	Decalcification Procedure	$0.00	$0.00	
	00476	00476	Special Stains for Microorganisms	$0.00	$0.00	
	00477	00477	Special Stains, not for Microorganisms	$0.00	$0.00	
	00478	00478	Immunohistochemical Stains	$0.00	$0.00	
	00479	00479	Tissue in-situ Hybridization	$0.00	$0.00	
	00480	00480	Accession of cytologic smears; exam	$0.00	$0.00	
	00481	00481	electron microscopy	$0.00	$0.00	
	00482	00482	Direct Immunofluorescence	$0.00	$0.00	
	00483	00483	Indirect Immunofluorescence	$0.00	$0.00	
	00484	00484	Consultation on Slides Prep`d Elsewhere	$0.00	$0.00	
	00485	00485	Consultation, incl Prep of Slides	$0.00	$0.00	
	00486	00486	Accession of brush biopsy sample, exam	$0.00	$0.00	
	00502	00502	Other Oral Pathology Proc., By Report	$0.00	$0.00	
	00600	00600	Non-ionizing diagnostic	$0.00	$0.00	
	00601	00601	caries A&D, low risk	$0.00	$0.00	
	00602	00602	caries A&D, moderate risk	$0.00	$0.00	
	00603	00603	caries A&D, high risk	$0.00	$0.00	
	00999	00999	Unspecified Diagnostic Proc., By Report	$0.00	$0.00	
	01006	01006	DH INACTIVE	$0.00	$0.00	
	01110	01110	Prophylaxis - Adult	$65.00	$75.00	87%
	01111	01111	Patient Has Big Balance	$0.00	$0.00	
	01120	01120	Prophylaxis - Child	$65.00	$65.00	100%
	01125	01125	Child Prophy To Age 6 For Medicaid	$0.00	$0.00	
	01201	01201	Prophy & Fluoride-Child	$55.00	$75.00	73%
	01203	01203	Fluoride (not incl. Prophylaxis) -Child	$26.00	$30.00	87%
	01204	01204	USE CODE 1208 Fluoride (not incl. Proph	$22.00	$25.00	88%
	01205	01205	Prophy & Fluoride-Adult	$60.00	$85.00	71%
	01206	01206	Topical fluoride varnish	$0.00	$25.00	0%
	01208	01208	Topical Fluoride (No Varnish)	$0.00	$25.00	0%
	01310	01310	Nutritional Counseling	$20.00	$0.00	
	01320	01320	Tobacco Counseling on Oral Disease	$0.00	$0.00	
	01330	01330	Oral Hygiene Instructions	$22.00	$30.00	73%

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	01331	01331	Oral Health Supplies	$0.00	$0.00	
	01351	01351	Sealant - Per Tooth	$26.00	$40.00	65%
	01352	01352	Preventive Resin Permanent Tooth	$0.00	$0.00	
	01353	01353	Sealant Repair - Per Tooth	$0.00	$0.00	
	01354	01354	interim caries arresting medicament app	$0.00	$78.00	0%
	01510	01510	Space Maintainer-Fixed-Unilateral	$154.00	$174.00	89%
	01515	01515	Space Maintainer-Fixed-Bilateral	$300.00	$262.00	115%
	01520	01520	Space Maintainer-Removable-Unilateral	$168.00	$202.00	83%
	01525	01525	Space Maintainer-Removable-Bilateral	$200.00	$200.00	100%
	01550	01550	Re-Bond Space Maintainer	$30.00	$45.00	67%
	01555	01555	Removal of fixed space maintainer	$0.00	$45.00	0%
	01575	01575	Space maintainer	$0.00	$0.00	
	01999	01999	unspcd prev proc, by rpt	$0.00	$0.00	
	02110	02110	One Surface Amalgam - Primary	$50.00	$60.00	83%
	02120	02120	Two Surface Amalgam - Primary	$55.00	$65.00	85%
	02130	02130	Three Surface Amalgam - Primary	$70.00	$80.00	88%
	02131	02131	Four+ Surfaces Amalgam - Primary	$70.00	$85.00	82%
	02140	02140	Amalgam - 1 Surface	$70.00	$95.00	74%
	02150	02150	Amalgam - 2 Surfaces	$90.00	$120.00	75%
	02160	02160	Amalgam - 3 Surfaces	$105.00	$150.00	70%
	02161	02161	Amalgam - 4+ Surfaces	$120.00	$175.00	69%
	02162	02162	Amalgam - Five Surface	$0.00	$150.00	0%
	02330	02330	Composite - 1 Surface, Anterior	$74.00	$120.00	62%
	02331	02331	Composite - 2 Surfaces, Anterior	$92.00	$150.00	61%
	02332	02332	Composite - 3 Surface, Anterior	$106.00	$175.00	61%
	02335	02335	Composite/Incisal Angle/or 4+ Surfaces	$130.00	$215.00	60%
	02336	02336	Composite Resin Crown - Anterior Prim.	$0.00	$0.00	
	02380	02380	Resin 1-Surf Post Primary-I/A	$70.00	$0.00	
	02381	02381	Resin 2 Surfaces Posterior Primary-I/A	$80.00	$0.00	
	02382	02382	Resin 3+ Surf Posterior Primary-I/A	$70.00	$0.00	
	02385	02385	Composite 1 Sur Post-I/A	$87.00	$0.00	
	02386	02386	Composite 2 Sur Post-I/A	$95.00	$0.00	
	02387	02387	Composite 3+ Surfaces Post-I/A	$112.00	$0.00	
	02390	02390	Resin Composite Crown, Anterior	$105.00	$0.00	
	02391	02391	Composite - 1 Surface, Posterior	$80.00	$125.00	64%
	02392	02392	Composite - 2 Surfaces, Posterior	$96.00	$160.00	60%
	02393	02393	Composite - 3 Surfaces, Posterior	$120.00	$190.00	63%
	02394	02394	Composite - 4+ Surfaces, Posterior	$138.00	$205.00	67%
	02410	02410	Gold Foil - 1 Surface	$0.00	$0.00	
	02420	02420	Gold Foil - 2 Surfaces	$0.00	$0.00	
	02430	02430	Gold Foil - 3 Surfaces	$0.00	$0.00	
	02510	02510	Inlay - Metallic - 1 Surface	$278.00	$550.00	51%
	02520	02520	Inlay - Metallic - 2 Surfaces	$365.00	$600.00	61%
	02530	02530	Inlay - Metallic - 3+ Surfaces	$405.00	$655.00	62%
	02542	02542	Onlay - Metallic - 2 Surfaces	$550.00	$655.00	84%
	02543	02543	Onlay - Metallic - 3 Surfaces	$600.00	$750.00	80%
	02544	02544	Onlay - Metallic - 4+ Surfaces	$600.00	$800.00	75%
	02610	02610	Inlay - Porcelain/Ceramic - 1 Surface	$600.00	$600.00	100%
	02620	02620	Inlay - Porcelain/Ceramic - 2 Surfaces	$550.00	$650.00	85%
	02630	02630	Inlay - Porcelain/Ceramic - 3+ Surfaces	$550.00	$705.00	78%
	02642	02642	Onlay - Porcelain/Ceramic - 2 Surfaces	$550.00	$600.00	92%
	02643	02643	Onlay - Porcelain/Ceramic - 3 Surfaces	$550.00	$650.00	85%
	02644	02644	Onlay - Porcelain/Ceramic - 4+ Surfaces	$550.00	$705.00	78%
	02650	02650	Inlay - Comp/Resin - 1 Surface Lab	$280.00	$0.00	
	02651	02651	Inlay - Comp/Resin - 2 Surfaces Lab	$0.00	$445.00	0%

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	02652	02652	Inlay - Comp/Resin - 3+ Surfaces Lab	$0.00	$0.00	
	02662	02662	Onlay - Comp/Resin - 2 Surfaces Lab	$0.00	$0.00	
	02663	02663	Onlay - Comp/Resin - 3 Surfaces Lab	$0.00	$0.00	
	02664	02664	Onlay - Comp/Resin - 4+ Surfaces Lab	$0.00	$0.00	
	02700	02700	Delivery	$0.00	$0.00	
	02710	02710	Crown - Resin-Based Composite (Indirect)	$100.00	$0.00	
	02712	02712	Crown - Resin-Based Com	$0.00	$0.00	
	02720	02720	Crown - Resin with High Noble Metal	$0.00	$0.00	
	02721	02721	Crown - Resin w/Predominantly Base Meta	$0.00	$0.00	
	02722	02722	Crown - Resin with Noble Metal	$0.00	$0.00	
	02740	02740	Crown - Porcelain/Ceramic Substrate	$600.00	$999.00	60%
	02750	02750	Crown - Porcelain/High Noble Metal	$600.00	$989.00	61%
	02751	02751	Crown - Porcelain/Non-Precious Metal	$600.00	$700.00	86%
	02752	02752	Crown - Porcelain Fused to Noble Metal	$532.00	$750.00	71%
	02753	02753	New Impression For Crown	$0.00	$0.00	
	02780	02780	Crown - 3/4 Cast High Noble Metal	$600.00	$0.00	
	02781	02781	Crown-3/4 Cast Predominantly Base Metal	$0.00	$0.00	
	02782	02782	Crown - 3/4 Cast Noble Metal	$0.00	$825.00	0%
	02783	02783	Crown - 3/4 porcelain/cer	$600.00	$825.00	73%
	02790	02790	Crown - Full Cast High Noble Metal	$600.00	$800.00	75%
	02791	02791	Crown - Full Cast Non-Precious Metal	$600.00	$700.00	86%
	02792	02792	Crown - Full Cast Noble Metal	$600.00	$750.00	80%
	02794	02794	Crown - Titanium	$0.00	$0.00	
	02799	02799	Provisional Crown - Further Trmt or Comp	$0.00	$0.00	
	02810	02810	Crown-3/4 Cast Gold	$532.00	$825.00	64%
	02910	02910	Re-bond inlay, onlay, oth	$39.00	$65.00	60%
	02915	02915	Re-bond post and core	$0.00	$65.00	0%
	02920	02920	Re-Cement Crown	$46.00	$65.00	71%
	02921	02921	Seat Crown	$0.00	$0.00	
	02922	02922	Recement Temporary/Or Make New	$0.00	$0.00	
	02923	02923	Crown/Restoration Adj.	$0.00	$0.00	
	02929	02929	Prefabricated Porc/Ceramic Crown	$0.00	$0.00	
	02930	02930	Prefab. Stainless Steel Crown - Primary	$75.00	$140.00	54%
	02931	02931	Prefab. Stainless Steel Crown -Permanent	$150.00	$145.00	103%
	02932	02932	Prefabricated Resin Crown	$104.00	$100.00	104%
	02933	02933	Prefab Stainless St. Cr. w/Resin Window	$0.00	$315.00	0%
	02934	02934	Prefab Coated St.Steel Crown - Prim Tth	$0.00	$0.00	
	02940	02940	Sedative Filling	$46.00	$70.00	66%
	02941	02941	int theraputic rest pri	$0.00	$0.00	
	02949	02949	rest foundtn for ind rest	$0.00	$0.00	
	02950	02950	Core buildup	$110.00	$185.00	59%
	02951	02951	Pin Retention - per Tooth	$13.00	$40.00	33%
	02952	02952	Post and core, indirectly fabricated	$225.00	$215.00	105%
	02953	02953	Each add`l fabricated post, same tooth	$0.00	$0.00	
	02954	02954	Prefabricated Post and Core	$115.00	$200.00	58%
	02955	02955	Post Removal	$0.00	$0.00	
	02957	02957	Each Addition Prefab. Post - Same Tooth	$0.00	$0.00	
	02960	02960	Composite Veneer	$275.00	$340.00	81%
	02961	02961	Labial Veneer(Resin Laminate) Laboratory	$0.00	$0.00	
	02962	02962	Porcelain Veneer	$600.00	$633.00	95%
	02970	02970	Temporary crown (fractured tooth)	$84.00	$150.00	56%
	02971	02971	Construct Crown under Partial Denture	$0.00	$0.00	
	02975	02975	Coping	$0.00	$0.00	
	02980	02980	Crown Repair Necessit by Rest Material F	$0.00	$150.00	0%
	02981	02981	Inlay Repair - Restor Material Failure	$0.00	$0.00	

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	02982	02982	Onlay Repair - Restor Material Failure	$0.00	$0.00	
	02983	02983	Veneer Repair - Restor Material Failure	$0.00	$0.00	
	02990	02990	Resin Infiltrat of Incipient Smth Surf L	$0.00	$0.00	
	02999	02999	Caries Control	$41.00	$70.00	59%
	03000	03000	Finish or Remed RCT	$0.00	$0.00	
	03110	03110	Pulp Cap - Direct	$33.00	$45.00	73%
	03120	03120	Pulp cap - indirect	$33.00	$45.00	73%
	03220	03220	Therapeutic Pulpotomy (excl. final rest)	$110.00	$120.00	92%
	03221	03221	Pulpal Debridement, Prim and Perm Teeth	$0.00	$0.00	
	03222	03222	Partial pulpotomy for apexogenesis	$0.00	$0.00	
	03230	03230	Pulpal Therapy - Anterior Primary Tooth	$75.00	$110.00	68%
	03240	03240	Pulpal Therapy - Posterior Primary Tooth	$75.00	$110.00	68%
	03310	03310	Root Canal Therapy - Anterior	$475.00	$550.00	86%
	03320	D3320	Root Canal Therapy - Bicuspid	$575.00	$600.00	96%
	03330	03330	Root Canal Therapy - Molar	$725.00	$700.00	104%
	03331	03331	Root canal obstruction, non-surgical	$0.00	$0.00	
	03332	03332	Incomplete Endodontic Therapy	$0.00	$250.00	0%
	03333	03333	Internal Root Repair-Perforation Defects	$0.00	$0.00	
	03346	03346	Retreatment of Root Canal - Anterior	$525.00	$650.00	81%
	03347	03347	Retreatment of Root Canal - Bicuspid	$625.00	$750.00	83%
	03348	03348	Retreatment of Root Canal - Molar	$800.00	$825.00	97%
	03351	03351	Apex/recalc initial visit	$0.00	$250.00	0%
	03352	03352	apexific/recalc - interim	$0.00	$0.00	
	03353	03353	Apexification/Recalcification - Final	$0.00	$0.00	
	03355	03355	Pulpal regen first visit	$0.00	$0.00	
	03356	03356	Pulpal regen interim med	$0.00	$0.00	
	03357	03357	Pulpal regen completion	$0.00	$0.00	
	03410	03410	Apicoectomy - anterior	$450.00	$422.00	107%
	03421	03421	Apicoectomy - bicuspid	$500.00	$475.00	105%
	03425	03425	Apicoectomy - molar	$550.00	$525.00	105%
	03426	03426	Apicoectomy - addl root	$150.00	$200.00	75%
	03427	03427	Periradicular sx wo apico	$0.00	$0.00	
	03428	03428	Bone Graftt W Perirad Sx, 1st	$0.00	$0.00	
	03429	03429	Bone Graft W Perirad Sx, Addl	$0.00	$0.00	
	03430	03430	Retrograde Filling - per Root	$175.00	$200.00	88%
	03431	03431	Biomat, Aids Tissue Regen	$0.00	$0.00	
	03432	03432	Guided Tissue Regen	$0.00	$0.00	
	03450	03450	Root Amputation - per Root	$250.00	$276.00	91%
	03460	03460	Endodontic Endosseous Implant	$0.00	$0.00	
	03470	03470	Intentional Reimplantation - incl splint	$0.00	$0.00	
	03910	03910	Surgical Proc/Isolation of Tth w/Rub.Dam	$0.00	$0.00	
	03920	03920	Hemisection	$250.00	$250.00	100%
	03950	03950	Canal Prep & Fitting of Pref. Dowel/Post	$0.00	$0.00	
	03960	03960	Bleaching (Per Arch)	$150.00	$99.00	152%
	03961	03961	Deliver Bleach Trays Or Followup Appt.	$0.00	$0.00	
	03999	03999	Unspecified Endodontic Proc., By Report	$0.00	$0.00	
	04210	04210	Gingivectomy or Gingivoplasty - 4+ Teeth	$500.00	$365.00	137%
	04211	04211	Gingivectomy or Gingivoplasty - 1-3 Tth	$165.00	$210.00	79%
	04212	04212	Gingivectomy or Gingivoplasty, per Tooth	$0.00	$210.00	0%
	04220	04220	Gingival Curettage Per Quadrant	$180.00	$0.00	
	04230	04230	Anatomical crown exposure - 4+ teeth	$0.00	$0.00	
	04231	04231	Anatomical crown exposure - 1-3 teeth	$0.00	$0.00	
	04240	04240	Gingival Flap Proc - 4+ Teeth per Quad	$550.00	$600.00	92%
	04241	04241	Gingival Flap Proc - 1-3 Tth per Quad	$0.00	$0.00	
	04245	04245	Apically Postioned Flap	$0.00	$0.00	

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	04249	04249	Crown lengthening - hard	$315.00	$380.00	83%
	04260	04260	Osseous surgery 4+ teeth	$550.00	$550.00	100%
	04261	04261	Osseous surgery 1-3 teeth	$182.00	$453.00	40%
	04263	04263	Bone graft - first site	$182.00	$295.00	62%
	04264	04264	Bone graft - addl site	$110.00	$155.00	71%
	04265	04265	Biologic Materials - Soft & Osseous T.R.	$0.00	$0.00	
	04266	04266	Guided tissue regeneration, resorbable	$200.00	$375.00	53%
	04267	04267	Guided tissue regeneration, non-resorbab	$528.00	$0.00	
	04268	04268	Surgical Revision Procedure, per Tooth	$0.00	$0.00	
	04270	04270	Pedicle Soft Tissue Graft Procedure	$555.00	$0.00	
	04271	04271	Free Soft Tissue Graft Procedure	$450.00	$0.00	
	04273	04273	autogenous connective tis	$481.00	$0.00	
	04274	04274	Distal or Proximal Wedge Procedure	$275.00	$0.00	
	04275	04275	non-autogenous connective	$0.00	$0.00	
	04276	04276	Comb`d Connect. Tiss & Dbl Pedicle Graft	$0.00	$0.00	
	04277	04277	free soft tiss graft proc first tooth, i	$0.00	$0.00	
	04278	04278	free soft tissue graft proc each additl	$0.00	$0.00	
	04283	04283	Autogenous connective tissue graft	$0.00	$0.00	
	04285	04285	Non-autogenous connective tissue graft	$0.00	$0.00	
	04320	04320	Provisional Splinting - Intracoronal	$0.00	$0.00	
	04321	04321	Provisional Splinting - Extracoronal	$0.00	$0.00	
	04341	04341	Perio Scaling & Root Planing - 4+ Tth	$138.00	$200.00	69%
	04342	04342	Perio S/RP - 1-3 Teeth per Quadrant	$88.00	$110.00	80%
	04345	04345	Perio Scaling presence gingival inflamma	$90.00	$110.00	82%
	04346	04346	Scaling w/inflamation	$0.00	$130.00	0%
	04355	04355	Full Mouth Debridement	$95.00	$130.00	73%
	04381	04381	Localized Deliv. of Antimicrobial Agents	$30.00	$25.00	120%
	04910	04910	Periodontal Maintenance	$77.00	$115.00	67%
	04920	04920	unscheduled dressing chng	$0.00	$0.00	
	04921	04921	Gingival irrigtn per quad	$0.00	$0.00	
	04999	04999	Unspecified Periodontal Proc., By Report	$0.00	$10.00	0%
	05100	05100	Redo Dentures/Partials	$0.00	$0.00	
	05110	05110	Complete Denture - Maxillary	$750.00	$1,100.00	68%
	05111	05111	Denture Try In	$0.00	$0.00	
	05112	05112	Impression/Bite Shade	$0.00	$0.00	
	05113	05113	Adjust Dent/Part. F/F	$0.00	$0.00	
	05120	05120	Complete Denture - Mandibular	$750.00	$1,100.00	68%
	05130	05130	Immediate Denture-Max	$800.00	$1,500.00	53%
	05140	05140	Immediate Denture-Mand	$800.00	$1,500.00	53%
	05150	05150	Imbedding For Dentures & Partials	$14.00	$15.00	93%
	05211	05211	Maxillary Partial Denture - Resin Base	$450.00	$900.00	50%
	05212	05212	Mandibular Partial Denture - Resin Base	$450.00	$900.00	50%
	05213	05213	Maxillary Partial Denture - Cast Metal	$759.00	$1,200.00	63%
	05214	05214	Mandibular Partial Denture - Cast Metal	$759.00	$1,200.00	63%
	05221	05221	Immediate Max Partial Dent- Resin	$0.00	$0.00	
	05222	05222	Immediate Mand Partial Dent- Resin	$0.00	$0.00	
	05223	05223	Immediate Max Partial Dent-Cast Metal	$0.00	$0.00	
	05224	05224	Immed Mand Partial Dent-Cast Metal	$0.00	$0.00	
	05225	05225	Maxillary Partial Denture - Flex Base	$0.00	$673.00	0%
	05226	05226	Mand Partial Dent - Flex Base	$0.00	$673.00	0%
	05281	05281	Rem. Unilat.Partial Dent	$0.00	$350.00	0%
	05410	05410	Adjust Complete Denture - Maxillary	$46.00	$60.00	77%
	05411	05411	Adjust Complete Denture - Mandibular	$46.00	$60.00	77%
	05421	05421	Adjust Partial Denture - Maxillary	$46.00	$60.00	77%
	05422	05422	Adjust Partial Denture - Mandibular	$46.00	$60.00	77%

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	05510	05510	Repair Broken Complete Denture Base	$110.00	$125.00	88%
	05520	05520	Replace Missing or Broken Teeth -Denture	$110.00	$165.00	67%
	05610	05610	INVALID CODE USE 05611	$110.00	$0.00	
	05620	05620	Repair Cast Framework	$200.00	$168.00	119%
	05630	05630	Repair Or Replace Broken	$220.00	$170.00	129%
	05640	05640	Replace Broken Teeth - per Tooth	$69.00	$100.00	69%
	05650	05650	Add Tooth to Existing Partial Denture	$150.00	$165.00	91%
	05660	05660	Add Clasp To Existing Partial	$220.00	$165.00	133%
	05670	05670	Replace All Teeth/Acrylic on Metal, Max	$0.00	$0.00	
	05671	05671	Replace All Teeth/Acrylic on Metal, Man	$0.00	$0.00	
	05700	05700	Delivery of Full or Partial Denture	$0.00	$0.00	
	05710	05710	Rebase Complete Maxillary Denture	$0.00	$0.00	
	05711	05711	Rebase Complete Mandibular Denture	$0.00	$0.00	
	05720	05720	Rebase Maxillary Partial Denture	$0.00	$0.00	
	05721	05721	Rebase Mandibular Partial Denture	$0.00	$0.00	
	05730	05730	Reline Comp. Max. Denture (Chairside)	$138.00	$200.00	69%
	05731	05731	Reline Comp. Mand. Denture (Chairside)	$135.00	$200.00	68%
	05740	05740	Reline Max. Partial Denture (Chairside)	$125.00	$200.00	63%
	05741	05741	Reline Mand. Partial Denture (Chairside)	$125.00	$200.00	63%
	05750	05750	Reline Complete Maxillary Denture (Lab)	$215.00	$400.00	54%
	05751	05751	Reline Complete Mandibular Denture (Lab	$215.00	$400.00	54%
	05760	05760	Reline Maxillary Partial Denture (Lab)	$195.00	$350.00	56%
	05761	05761	Reline Mandibular Partial Denture (Lab)	$195.00	$350.00	56%
	05810	05810	Interim Complete Denture (Maxillary)	$0.00	$0.00	
	05811	05811	Interim Complete Denture (Mandibular)	$0.00	$0.00	
	05820	05820	Interim Partial Denture (Maxillary)	$261.00	$350.00	75%
	05821	05821	Interim Partial Denture (Mandibular)	$261.00	$350.00	75%
	05822	05822	Deliver Stayplate Upper Or Lower	$0.00	$0.00	
	05850	05850	Tissue Conditioning, Maxillary	$62.00	$81.00	77%
	05851	05851	Tissue Conditioning, Mandibular	$62.00	$81.00	77%
	05860	05860	Overdenture - Complete, By Report	$800.00	$1,150.00	70%
	05861	05861	Overdenture - Partial, By Report	$800.00	$1,150.00	70%
	05862	05862	Precision Attachment, By Report	$0.00	$0.00	
	05863	05863	Overdenture - comp max	$0.00	$0.00	
	05864	05864	Overdenture - partial max	$0.00	$1,200.00	0%
	05865	05865	Overdenture - comp mand	$0.00	$1,200.00	0%
	05866	05866	Overdenture partial mand	$0.00	$0.00	
	05867	05867	Replace Semi-Precision/Precision Attach.	$0.00	$300.00	0%
	05875	05875	Retrofit/Modification Of Existing Dentur	$0.00	$150.00	0%
	05899	05899	Unspecified Removable Prosthodontic Pro	$0.00	$1,200.00	0%
	05911	05911	Facial Moulage, (sectional)	$0.00	$0.00	
	05912	05912	Facial Moulage, (complete)	$0.00	$0.00	
	05913	05913	Nasal Prosthesis	$0.00	$0.00	
	05914	05914	Auricular Prosthesis	$0.00	$0.00	
	05915	05915	Orbital Prosthesis	$0.00	$0.00	
	05916	05916	Ocular Prosthesis	$0.00	$0.00	
	05919	05919	Facial Prosthesis	$0.00	$0.00	
	05922	05922	Nasal Septal Prosthesis	$0.00	$0.00	
	05923	05923	Ocular Prosthesis, Interim	$0.00	$0.00	
	05924	05924	Cranial Prosthesis	$0.00	$0.00	
	05925	05925	Facial Augmentation Implant Prosthesis	$0.00	$0.00	
	05926	05926	Nasal Prosthesis, Replacement	$0.00	$0.00	
	05927	05927	Auricular Prosthesis, Replacement	$0.00	$0.00	
	05928	05928	Orbital Prosthesis, Replacement	$0.00	$0.00	
	05929	05929	Facial Prosthesis, Replacement	$0.00	$0.00	

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	05931	05931	Obturator Prosthesis, Surgical	$0.00	$0.00	
	05932	05932	Obturator Prosthesis, Definitive	$0.00	$0.00	
	05933	05933	Obturator Prosthesis, Modification	$0.00	$0.00	
	05934	05934	Mand.Resection Prosthesis w/Guide Flang	$0.00	$0.00	
	05935	05935	Mand. Resection Prosth. No Guide Flange	$0.00	$0.00	
	05936	05936	Obturator Prosthesis, Interim	$0.00	$0.00	
	05937	05937	Trismus Appliance (not for TMD)	$0.00	$0.00	
	05951	05951	Feeding Aid	$0.00	$0.00	
	05952	05952	Speech Aid Prosthesis, Pediatric	$0.00	$0.00	
	05953	05953	Speech Aid Prosthesis, Adult	$0.00	$0.00	
	05954	05954	Palatal Augmentation Prosthesis	$0.00	$0.00	
	05955	05955	Palatal Lift Prosthesis, Definitive	$0.00	$0.00	
	05958	05958	Palatal Lift Prosthesis, Interim	$0.00	$0.00	
	05959	05959	Palatal Lift Prosthesis, Modification	$0.00	$0.00	
	05960	05960	Speech Aid Prosthesis, Modification	$0.00	$0.00	
	05982	05982	Surgical Stent	$0.00	$0.00	
	05983	05983	Radiation Carrier	$0.00	$0.00	
	05984	05984	Radiation Shield	$0.00	$0.00	
	05985	05985	Radiation Cone Locator	$0.00	$0.00	
	05986	05986	Fluoride Gel Carrier	$0.00	$101.00	0%
	05987	05987	Commissure Splint	$0.00	$0.00	
	05988	05988	Surgical Splint	$0.00	$0.00	
	05991	05991	vesic disease med carrier	$0.00	$0.00	
	05992	05992	Adjust maxillofac. prosthetic appliance	$0.00	$0.00	
	05993	05993	maintenance and cleaning	$0.00	$0.00	
	05994	05994	Perio med w/ peri seal	$0.00	$0.00	
	05999	05999	Unspec. Maxillofacial Prosthesis By Rep.	$0.00	$0.00	
	06010	06010	Endostel Implant Placement-Full Body	$1,000.00	$1,000.00	100%
	06011	06011	second stage implant sx	$0.00	$150.00	0%
	06012	06012	Surgical placement of interim implant	$0.00	$0.00	
	06013	06013	Mini Implant <3mm	$0.00	$800.00	0%
	06020	06020	Healing Abutment	$0.00	$37.00	0%
	06040	06040	Surgical Placement: Eposteal Implant	$0.00	$0.00	
	06050	06050	Surgical Placement: Transosteal Implant	$0.00	$0.00	
	06051	06051	Interim Abutment	$0.00	$300.00	0%
	06052	06052	Semi-Prec Attmnt Abutment	$0.00	$300.00	0%
	06053	06053	Implant/Abutmnt Sup Remov Dent, Compl	$0.00	$0.00	
	06054	06054	Implant/Abutment Sup Remov Dent, Partia	$0.00	$0.00	
	06055	06055	Dental Implant Supported Connecting Bar	$0.00	$1,625.00	0%
	06056	06056	Prefabricated Abutment - Incl. Modif & P	$0.00	$303.00	0%
	06057	06057	Custom Fabric Abutment - Incl. Placement	$350.00	$800.00	44%
	06058	06058	abutment supported crown	$0.00	$1,150.00	0%
	06059	06059	Abutment supported crown	$0.00	$0.00	
	06060	06060	abutment supported crown	$0.00	$0.00	
	06061	06061	abutment supported crown	$0.00	$0.00	
	06062	06062	abutment supported crown	$0.00	$0.00	
	06063	06063	abutment supported crown	$0.00	$0.00	
	06064	06064	Abutment supported crown	$0.00	$300.00	0%
	06065	06065	Implant supported crown	$0.00	$915.00	0%
	06066	06066	Implant supported crown	$0.00	$1,150.00	0%
	06067	06067	implant supported crown	$0.00	$1,000.00	0%
	06068	06068	abutment support retainer	$0.00	$1,150.00	0%
	06069	06069	Implant Bridge Abutment	$710.00	$1,150.00	62%
	06070	06070	abutment support retainer	$0.00	$0.00	
	06071	06071	abutment support retainer	$0.00	$0.00	

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	06072	06072	Abutment Support Retainer	$0.00	$1,150.00	0%
	06073	06073	abutment support retainer	$0.00	$0.00	
	06074	06074	abutment support retainer	$0.00	$0.00	
	06075	06075	implant supported retainer	$0.00	$0.00	
	06076	06076	implant supported retainer	$0.00	$0.00	
	06077	06077	implant supported retainer	$0.00	$0.00	
	06078	06078	Implant/Abutment Fixed Denture-Complete	$0.00	$0.00	
	06079	06079	Implant/Abutment Fixed Denture-Partial	$0.00	$0.00	
	06080	06080	implant maintenance procs	$0.00	$0.00	
	06081	06081	Scaling and debridement	$0.00	$0.00	
	06085	06085	Provisional implant crown	$0.00	$0.00	
	06090	06090	Repair Implant Prosthesis, By Report	$0.00	$0.00	
	06091	06091	Replace prosthesis attachment	$0.00	$0.00	
	06092	06092	Re-Bond Supported Crown	$0.00	$0.00	
	06093	06093	Re-Bond Supported Fp Dent	$0.00	$0.00	
	06094	06094	Abutment Supported Crown	$0.00	$1,150.00	0%
	06095	06095	Repair Implant Abutment, By Report	$0.00	$0.00	
	06099	06099	Implant Part Cost-DFP To Purchase	$0.00	$0.00	
	06100	06100	Implant Removal, By Report	$250.00	$200.00	125%
	06101	06101	Debride Of Peri Implant	$0.00	$0.00	
	06102	06102	Debride And Contour	$0.00	$0.00	
	06103	06103	Bone Graft For Repair Of	$0.00	$400.00	0%
	06104	06104	Bone Graft at Time of Implant Placement	$0.00	$300.00	0%
	06110	06110	Rem Dent Edent Arch - Max	$0.00	$0.00	
	06111	06111	Rem Dent Edent Arch - Man	$0.00	$1,100.00	0%
	06112	06112	Rem Dent Part Edent Max	$0.00	$1,100.00	0%
	06113	06113	Rem Dent Part Edent Mand	$0.00	$0.00	
	06114	06114	Fixed Dent Eden Arch Max	$0.00	$0.00	
	06115	06115	FIxed Dent Eden Arch Mand	$0.00	$0.00	
	06116	06116	Fixed Dent Part Edent Max	$0.00	$0.00	
	06117	06117	Fixed dent part edent man	$0.00	$0.00	
	06190	06190	Radiographic/Surgical Implant Index	$0.00	$350.00	0%
	06194	06194	Abutment support retainer	$0.00	$0.00	
	06199	06199	Unspecified Implant Procedure, By Report	$0.00	$0.00	
	06205	06205	Pontic - Indirect Resin Based Composite	$0.00	$0.00	
	06210	06210	Pontic - Cast High Noble Metal	$550.00	$800.00	69%
	06211	06211	Pontic - Cast Predominantly Base Metal	$553.00	$750.00	74%
	06212	06212	Pontic - Cast Noble Metal	$0.00	$750.00	0%
	06214	06214	Pontic - Titanium	$0.00	$0.00	
	06240	06240	Pontic - Porcelain/High Noble Metal	$550.00	$900.00	61%
	06241	06241	Pontic - Porcelain/Non-Precious Metal	$510.00	$700.00	73%
	06242	06242	Pontic - Porcelain/Noble Metal	$535.00	$750.00	71%
	06245	06245	Pontic - Porcelain/Ceramic	$555.00	$999.00	56%
	06250	06250	Pontic - Resin with High Noble Metal	$555.00	$775.00	72%
	06251	06251	Pontic - Resin with Non-Precious Metal	$680.00	$800.00	85%
	06252	06252	Pontic- Resin with Noble Metal	$0.00	$0.00	
	06253	06253	Provisional Pontic - Further Trmt or Dia	$0.00	$0.00	
	06545	06545	Retainer - Cast Metal - Fixed Prosthesis	$510.00	$750.00	68%
	06548	06548	Retainer - Porc/Ceram - Fixed Prosthesis	$0.00	$0.00	
	06549	06549	Resin retainer fixed pros	$0.00	$0.00	
	06600	06600	retainer inlay - porc/ceramic, two surf	$0.00	$0.00	
	06601	06601	retainer inlay - porc/ceramic, three or	$0.00	$0.00	
	06602	06602	retainer inlay - cast high noble metal,	$0.00	$0.00	
	06603	06603	retainer inlay - cast high noble metal,	$0.00	$0.00	
	06604	06604	retainer inlay - cast predom base metal,	$0.00	$0.00	

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	06605	06605	retainer inlay - cast predom base metal,	$0.00	$0.00	
	06606	06606	retainer inlay - cast noble metal, two s	$0.00	$0.00	
	06607	06607	retainer inlay - cast noble metal, three	$0.00	$0.00	
	06608	06608	retainer onlay - porc/ceramic, two surf	$0.00	$0.00	
	06609	06609	retainer onlay - porc/ceramic, three or	$0.00	$0.00	
	06610	06610	retainer onlay - cast high noble metal,	$0.00	$0.00	
	06611	06611	retainer onlay - cast high noble metal,	$0.00	$0.00	
	06612	06612	retainer onlay - cast predom base metal,	$0.00	$0.00	
	06613	06613	retainer onlay - cast predom base metal,	$0.00	$0.00	
	06614	06614	retainer onlay - cast noble metal, two s	$0.00	$0.00	
	06615	06615	retainer onlay - cast noble metal, three	$0.00	$0.00	
	06624	06624	Retainer inlay - titanium	$0.00	$0.00	
	06634	06634	Retainer onlay - titanium	$0.00	$0.00	
	06710	06710	Retainer crown - indirect	$0.00	$0.00	
	06720	06720	retainer crown - resin with high noble m	$0.00	$0.00	
	06721	06721	retainer crown - resin with predom base	$0.00	$0.00	
	06722	06722	retainer crown - resin with noble metal	$0.00	$0.00	
	06740	06740	Retainer crown - porcelain/ceramic	$555.00	$999.00	56%
	06750	06750	Retainer Crown-Porcelain Fused To High N	$550.00	$905.00	61%
	06751	06751	Retainer crown - porcelain fused to pred	$510.00	$700.00	73%
	06752	06752	Retainer crown - porcelain fused to nobl	$535.00	$750.00	71%
	06753	06753	Seat/Deliver Bridge	$0.00	$0.00	
	06754	06754	Adjust Bridge Temp Or Perm	$0.00	$0.00	
	06755	06755	Seat Bridge W/ Temp Cement	$0.00	$0.00	
	06756	06756	Temp Bridge	$0.00	$0.00	
	06780	06780	Retainer crown - 3/4 cast high noble met	$515.00	$750.00	69%
	06781	06781	retainer crown - 3/4 cast predom base me	$0.00	$0.00	
	06782	06782	retainer crown - 3/4 cast noble metal	$0.00	$825.00	0%
	06783	06783	retainer crown - 3/4 porcelain/ceramic	$0.00	$0.00	
	06790	06790	Retainer crown - full cast high noble me	$555.00	$800.00	69%
	06791	06791	retainer crown - full cast predom base m	$0.00	$700.00	0%
	06792	06792	retainer crown - full cast noble metal	$0.00	$750.00	0%
	06793	06793	Provisional Retainer Crown - Further Trm	$0.00	$0.00	
	06794	06794	Retainer crown - titanium	$0.00	$0.00	
	06920	06920	Connector Bar	$0.00	$0.00	
	06930	06930	Recement Bridge	$57.00	$83.00	69%
	06940	06940	Stress Breaker	$170.00	$200.00	85%
	06950	06950	Precision Attachment/Ball Implant	$250.00	$300.00	83%
	06970	06970	Post and core, indirectly fabricated	$160.00	$200.00	80%
	06971	06971	Cast Post as Part of Fixed Partial Dent.	$0.00	$0.00	
	06972	06972	Prefabricated Post/Core-Bridge Retainer	$120.00	$190.00	63%
	06973	06973	Core Build Up for Retainer	$0.00	$0.00	
	06975	06975	Coping	$0.00	$0.00	
	06976	06976	Each additional post, same tooth	$0.00	$0.00	
	06977	06977	Each Add`l Prefabricated Post-Same Tth	$0.00	$0.00	
	06980	06980	Fixed Partial Denture Repair	$0.00	$0.00	
	06985	06985	Pediatric Partial Denture, Fixed	$0.00	$0.00	
	06999	06999	Unspecd Fixed Prosthodontic Proc, By Rp	$0.00	$0.00	
	07000	07000	Suture Removal	$0.00	$0.00	
	07001	07001	Follow Up Surgical Procedures	$0.00	$0.00	
	07002	07002	Dry Socket Treatment	$0.00	$0.00	
	07110	07110	Extraction Single Tooth-I/A	$70.00	$0.00	
	07111	07111	Extraction, Coronal Remnants - Decid Tth	$0.00	$60.00	0%
	07120	07120	Extraction-Additional-I/A	$65.00	$0.00	
	07130	07130	Root Removal-exposed Roots	$120.00	$130.00	92%

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	07140	07140	Extraction, Erupted Tth or Exposed Root	$77.00	$115.00	67%
	07210	07210	Surgical Removal of Erupted Tooth	$115.00	$185.00	62%
	07220	07220	Removal of Impacted Tooth-Soft Tissue	$150.00	$210.00	71%
	07230	07230	Removal of Impacted Tooth-Partially Bony	$185.00	$280.00	66%
	07240	07240	Removal of Impacted Tooth-Comp. Bony	$210.00	$300.00	70%
	07241	07241	Remov.of Impacted Tth,Comp. Bony w/Co	$0.00	$0.00	
	07250	07250	Surgical Removal of Residual Tooth Roots	$126.00	$147.00	86%
	07251	07251	Coronectomy	$0.00	$0.00	
	07260	07260	Oroantral Fistula Closure	$0.00	$0.00	
	07261	07261	Primary Closure of a Sinus Perforation	$0.00	$0.00	
	07270	07270	Tooth Reimplantation/Stabilization	$0.00	$0.00	
	07272	07272	Tooth Transplantation	$0.00	$0.00	
	07280	07280	Surgical Access of an Unerupted Tooth	$0.00	$0.00	
	07281	07281	Surgical Exposure-Impacted Tooth-DELET	$0.00	$0.00	
	07282	07282	Mobilization - Erupted/Malpositioned Tth	$0.00	$0.00	
	07283	07283	Placemt of Device to Facilitate Eruption	$0.00	$0.00	
	07285	07285	Biopsy oral tissue-hard	$314.00	$0.00	
	07286	07286	Biopsy oral tissue-soft	$225.00	$0.00	
	07287	07287	Exfoliative Cytological Sample Collectn	$0.00	$0.00	
	07288	07288	Brush Biopsy - Transepithelial Sample	$0.00	$0.00	
	07290	07290	Surgical Repositioning of Teeth	$0.00	$0.00	
	07291	07291	Transsep/Supra Crestal Fiberotomy,By Rp	$0.00	$0.00	
	07292	07292	Temporary anchorage device	$0.00	$0.00	
	07293	07293	Temporary anchorage device	$0.00	$0.00	
	07294	07294	Temporary anchorage device	$0.00	$0.00	
	07295	07295	Harvest of bone for autogenous grafting	$0.00	$0.00	
	07310	07310	Alveoloplasty w/extractions, 4+ teeth	$182.00	$0.00	
	07311	07311	Alveoloplasty w/ Ext: 1-3 Teeth,per Quad	$0.00	$99.00	0%
	07320	07320	Alveoloplasty w/o extractions, 4+ teeth	$240.00	$0.00	
	07321	07321	Alveoloplasty no Ext: 1-3 Teeth,per Quad	$240.00	$0.00	
	07340	07340	Vestibuloplasty Ridge Extension-Secondry	$0.00	$0.00	
	07341	07341	Excision-Benign>1.25	$412.00	$0.00	
	07350	07350	Vestibuloplasty Ridge Extension, Complex	$0.00	$0.00	
	07410	07410	Excision of Benign Lesion up to 1.25 cm	$0.00	$212.00	0%
	07411	07411	Excision of Benign Lesion over 1.25 cm	$0.00	$0.00	
	07412	07412	Excision of Benign Lesion, Complicated	$0.00	$0.00	
	07413	07413	Excision of Malig Lesion up to 1.25 cm	$0.00	$0.00	
	07414	07414	Excision of Malig Lesion over 1.25 cm	$0.00	$0.00	
	07415	07415	Excision of Malig Lesion, Complicated	$0.00	$0.00	
	07430	07430	Excision-Benign <1.25cm	$0.00	$0.00	
	07431	07431	Excision-Benign>1.25-Perio	$0.00	$0.00	
	07440	07440	Excision of Malig Tumor up to 1.25 cm	$0.00	$0.00	
	07441	07441	Excision of Malig Tumor over 1.25 cm	$0.00	$0.00	
	07450	07450	Removal Odontogenic Cyst/Tumor <=1.25	$0.00	$0.00	
	07451	07451	Removal Odontogenic Cyst/Tumor > 1.25	$0.00	$0.00	
	07460	07460	Removal Benign Nonodontogenic <= 1.25	$0.00	$0.00	
	07461	07461	Removal Benign Nonodontogenic > 1.25 c	$0.00	$0.00	
	07465	07465	Destruction of Lesion, By Report	$0.00	$0.00	
	07470	07470	Removal Exost	$0.00	$0.00	
	07471	07471	Removal of Lateral Exostosis	$0.00	$0.00	
	07472	07472	Removal of Torus Palatinus	$0.00	$0.00	
	07473	07473	Removal of Torus Mandibularis	$0.00	$0.00	
	07485	07485	Surgical Reduction of Osseous Tuberosity	$0.00	$0.00	
	07490	07490	Radical Resection of Maxilla or Mandible	$0.00	$0.00	
	07510	07510	Incision/Drainage-Intraoral Soft Tissue	$100.00	$200.00	50%

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	07511	07511	Incision & Drainage of Intraoral Abscess	$0.00	$0.00	
	07520	07520	Incision/Drainage-Extraoral Soft Tissue	$0.00	$200.00	0%
	07521	07521	Incision & Drainage of Extraoral Abscess	$0.00	$0.00	
	07530	07530	Removal of Foreign Body	$0.00	$0.00	
	07540	07540	Removal of Reaction Produc. Foreign Bod	$0.00	$0.00	
	07550	07550	Part Ostectomy/Sequestrectomy Non-Vital	$0.00	$0.00	
	07560	07560	Maxillary Sinusotomy-Tth Frag./Foreign B	$0.00	$0.00	
	07610	07610	Maxilla - Open Reduction	$0.00	$0.00	
	07620	07620	Maxilla - Closed Reduction	$0.00	$0.00	
	07630	07630	Mandible - Open Reduction	$0.00	$0.00	
	07640	07640	Mandible - Closed Reduction	$0.00	$0.00	
	07650	07650	Malar/Zygomatic Arch - Open Reduction	$0.00	$0.00	
	07660	07660	Malar/Zygomatic Arch - Closed Reduction	$0.00	$0.00	
	07670	07670	Alveolus-Closed Reduction/Stabilization	$0.00	$0.00	
	07671	07671	Alveolus-Open Reduction/Stabilization	$0.00	$0.00	
	07680	07680	Facial Bones - Complicated Reduction	$0.00	$0.00	
	07710	07710	Maxilla - Open Reduction	$0.00	$0.00	
	07720	07720	Maxilla - Closed Reduction	$0.00	$0.00	
	07730	07730	Mandible - Open Reduction	$0.00	$0.00	
	07740	07740	Mandible - Closed Reduction	$0.00	$0.00	
	07750	07750	Malar/Zygomatic Arch - Open Reduction	$0.00	$0.00	
	07760	07760	Malar/Zygomatic Arch - Closed Reduction	$0.00	$0.00	
	07770	07770	Alveolus-Open Reduction/Stabilization	$0.00	$0.00	
	07771	07771	Alveolus-Closed Reduction/Stabilization	$0.00	$0.00	
	07780	07780	Facial Bones-Complicated Red. w/Fixation	$0.00	$0.00	
	07810	07810	Open Reduction of Dislocation	$0.00	$0.00	
	07820	07820	Closed Reduction of Dislocation	$0.00	$0.00	
	07830	07830	Manipulation under Anesthesia	$0.00	$0.00	
	07840	07840	Condylectomy	$0.00	$0.00	
	07850	07850	Surgical Discectomy with/without Implant	$0.00	$0.00	
	07852	07852	Disc Repair	$0.00	$0.00	
	07854	07854	Synovectomy	$0.00	$0.00	
	07856	07856	Myotomy	$0.00	$0.00	
	07858	07858	Joint Reconstruction	$0.00	$0.00	
	07860	07860	Arthrotomy	$0.00	$0.00	
	07865	07865	Arthroplasty	$0.00	$0.00	
	07870	07870	Arthrocentesis	$0.00	$0.00	
	07871	07871	Non-Arthroscopic Lysis and Lavage	$0.00	$0.00	
	07872	07872	Arthroscopy- Diag. with/without Biopsy	$0.00	$0.00	
	07873	07873	Arthroscopy- Surg:Lavage/Lysis-Adhesion	$0.00	$0.00	
	07874	07874	Arthroscopy- Surgical:Disc Repositioning	$0.00	$0.00	
	07875	07875	Arthroscopy- Surgical:Synovectomy	$0.00	$0.00	
	07876	07876	Arthroscopy- Surgical:Discectomy	$0.00	$0.00	
	07877	07877	Arthroscopy- Surgical:Debridement	$0.00	$0.00	
	07880	07880	Occlusal Orthotic Device, By Report	$0.00	$0.00	
	07881	07881	Occlusal orthotic device adj	$0.00	$0.00	
	07899	07899	Unspecified TMD Therapy, By Report	$0.00	$0.00	
	07910	07910	Suture of Recent Small Wounds up to 5 cr	$90.00	$0.00	
	07911	07911	Complicated Suture - up to 5 cm	$155.00	$0.00	
	07912	07912	Suture, Complicated > 5cm	$0.00	$0.00	
	07920	07920	Skin Graft	$0.00	$0.00	
	07921	07921	Collect and Appl of Autolog Blood Concen	$0.00	$0.00	
	07940	07940	Osteoplasty for Orthognathic Deformities	$0.00	$0.00	
	07941	07941	Osteotomy - Mandibular Rami	$0.00	$0.00	
	07943	07943	Osteotomy - Mandibular Rami w/Bone Gra	$0.00	$0.00	

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	07944	07944	Osteotomy - segmented or subapical	$0.00	$0.00	
	07945	07945	Osteotomy- Body of Mandible	$0.00	$0.00	
	07946	07946	LeFort I (Maxilla - Total)	$0.00	$0.00	
	07947	07947	LeFort I (Maxilla - Segmented)	$0.00	$0.00	
	07948	07948	LeFort II/LeFort III without Bone Graft	$0.00	$0.00	
	07949	07949	LeFort II/LeFort III with Bone Graft	$0.00	$0.00	
	07950	07950	graft of mand/max, by rpt	$0.00	$0.00	
	07951	07951	Sinus augmentation	$0.00	$0.00	
	07952	07952	Sinus Augmentation by Vertical Approach	$0.00	$0.00	
	07953	07953	Bone Graft-Socket Preservation	$90.00	$225.00	40%
	07955	07955	repair maxillofacial dfct	$0.00	$0.00	
	07960	07960	Frenulectomy - Separate Procedure	$0.00	$0.00	
	07963	07963	Frenuloplasty	$0.00	$0.00	
	07970	07970	Excision of Hyperplastic Tissue-per Arch	$0.00	$0.00	
	07971	07971	Excision of Pericoronal Gingiva	$0.00	$0.00	
	07972	07972	Surgical Reduction of Fibrous Tuberosity	$0.00	$0.00	
	07980	07980	Sialolithotomy	$0.00	$0.00	
	07981	07981	Excision of Salivary Gland, By Report	$0.00	$0.00	
	07982	07982	Sialodochoplasty	$0.00	$0.00	
	07983	07983	Closure of Salivary Fistula	$0.00	$0.00	
	07990	07990	Emergency Tracheotomy	$0.00	$0.00	
	07991	07991	Coronoidectomy	$0.00	$0.00	
	07995	07995	Synthetic Graft-Mandible or Facial Bones	$0.00	$0.00	
	07996	07996	Implant-Mandible for Augmentation	$0.00	$0.00	
	07997	07997	Appliance Removal	$0.00	$0.00	
	07998	07998	Intraoral lacement of fixation device	$0.00	$0.00	
	07999	07999	Unspecified Oral Surgery Proc, By Report	$0.00	$0.00	
	08000	08000	Ortho Consult	$0.00	$0.00	
	08010	08010	Limited Orthodontic - Primary	$0.00	$0.00	
	08020	08020	Limited Orthodontic - Transitional	$0.00	$0.00	
	08030	08030	Limited Orthodontic - Adolescent	$0.00	$0.00	
	08040	08040	Limited Orthodontic - Adult	$0.00	$0.00	
	08050	08050	Interceptive Orthodontic - Primary	$0.00	$0.00	
	08060	08060	Interceptive Orthodontic - Transitional	$0.00	$0.00	
	08070	08070	Comprehensive Orthodontic - Transitional	$0.00	$0.00	
	08080	08080	Comprehensive Orthodontic - Adolescent	$0.00	$0.00	
	08090	08090	Comprehensive Orthodontic - Adult	$0.00	$0.00	
	08110	08110	Minor Tooth Mov-Remov	$515.00	$0.00	
	08120	08120	Minor Tooth Mov-Fixed	$0.00	$0.00	
	08210	08210	Removable Appliance Therapy	$800.00	$0.00	
	08211	08211	Deliver Ortho Appliance	$0.00	$0.00	
	08220	08220	Fixed Appliance Therapy	$0.00	$0.00	
	08660	08660	pre-ortho examination	$0.00	$0.00	
	08670	08670	periodic ortho visit	$0.00	$0.00	
	08680	08680	Orthodontic Retention	$350.00	$0.00	
	08681	08681	Removable orthodontic retainer adj	$0.00	$0.00	
	08690	08690	Orthodontic Treatment - Contract Fee	$0.00	$0.00	
	08691	08691	Repair of Orthodontic Appliance	$0.00	$0.00	
	08692	08692	Replacement of Lost or Broken Retainer	$0.00	$0.00	
	08693	08693	Re-bond fixed retainer	$0.00	$0.00	
	08694	08694	repair of fixed retainers	$0.00	$0.00	
	08999	08999	Unspecified Orthodontic Proc., By Report	$0.00	$0.00	
	09110	09110	Palliative (Emergency) Treatment	$34.00	$80.00	43%
	09111	09111	Screening Appointment	$0.00	$0.00	
	09112	09112	Dental Hygiene Continuing Care	$0.00	$0.00	

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness	09113	09113	Patient Completed	$0.00	$0.00	
	09114	09114	DH Testing	$0.00	$0.00	
	09120	09120	Fixed partial denture sectioning	$0.00	$85.00	0%
	09210	09210	Local Anesthesia not in conj.w/Op-Surg.	$0.00	$0.00	
	09211	09211	Regional Block Anesthesia	$0.00	$0.00	
	09212	09212	Trigeminal Division Block Anesthesia	$0.00	$0.00	
	09215	09215	Local Anesthesia	$10.00	$0.00	
	09219	09219	Eval for deep sed or anes	$0.00	$0.00	
	09220	09220	General Anesthesia - First 30 Minutes	$0.00	$0.00	
	09221	09221	General Anesthesia - Additional 15 Min.	$0.00	$0.00	
	09223	09223	Deep sedation/gen anesthesia - 15 min in	$0.00	$0.00	
	09230	09230	Analgesia, Anxiolysis, Nitrous Oxide	$30.00	$55.00	55%
	09241	09241	Intravenous Analgesia - First 30 Minutes	$0.00	$0.00	
	09242	09242	Intravenous Analgesia-Additional 15 Min.	$0.00	$0.00	
	09243	09243	intravenous moder (conscious) sedation/a	$0.00	$0.00	
	09248	09248	non-intravenous conscious	$0.00	$0.00	
	09310	09310	Consultation	$45.00	$68.00	66%
	09311	09311	Consultation	$0.00	$0.00	
	09410	09410	House/Extended Care Facility Call	$0.00	$0.00	
	09420	09420	Hospital Call	$0.00	$0.00	
	09430	09430	Office Visit for Observation	$25.00	$41.00	61%
	09431	09431	DFP Dental Services Fees	$0.00	$0.00	
	09440	09440	Office Visit - After Hours	$39.00	$100.00	39%
	09450	09450	Case Presentation, Detailed/Extensive TP	$0.00	$0.00	
	09610	09610	Therapeutic parenteral drug, single adm.	$0.00	$0.00	
	09612	09612	Therapeutic parenteral drugs	$0.00	$0.00	
	09630	09630	Other Drugs or Medicaments, By Report	$22.00	$10.00	220%
	09910	09910	Application of Desensitizing Medicament	$19.00	$25.00	76%
	09911	09911	Application of Desensitizing Resin	$0.00	$0.00	
	09920	09920	Behavior Management, By Report	$0.00	$0.00	
	09930	09930	Treatment of Complications:post-surgical	$0.00	$0.00	
	09932	09932	Clean and inspect of remov complete dent	$0.00	$0.00	
	09933	09933	Clean and inspect of remov complete dent	$0.00	$0.00	
	09934	09934	Clean and inspect of remov part dent, ma	$0.00	$0.00	
	09935	09935	Clean and inspect of remov part dent, ma	$0.00	$0.00	
	09940	09940	Occlusal Guard, By Report	$225.00	$250.00	90%
	09941	09941	Fabrication of Athletic Mouthguard	$45.00	$250.00	18%
	09942	09942	Repair and/or Reline Occlusal Guard	$0.00	$0.00	
	09943	09943	Occlusal guard adjustment	$0.00	$60.00	0%
	09950	09950	Occlusion Analysis - Mounted Case	$0.00	$0.00	
	09951	09951	Occlusal adjustment - limited	$96.00	$200.00	48%
	09952	09952	Occlusal Adjustment - Complete	$212.00	$0.00	
	09970	09970	Enamel Microabrasion	$0.00	$0.00	
	09971	09971	Odontoplasty 1-2 teeth	$0.00	$0.00	
	09972	09972	External Bleaching - per Arch	$0.00	$99.00	0%
	09973	09973	External Bleaching - per Tooth	$0.00	$0.00	
	09974	09974	Internal Bleaching - per Tooth	$0.00	$0.00	
	09975	09975	External Bleaching for Home Application	$0.00	$0.00	
	09985	09985	sales tax	$0.00	$0.00	
	09986	09986	Missed appointment	$0.00	$0.00	
	09987	09987	Cancelled appointment	$0.00	$0.00	
	09991	09991	Appt compliance barriers	$0.00	$0.00	
	09992	09992	Care coordination	$0.00	$0.00	
	09993	09993	Motivational interviewing	$0.00	$0.00	
	09994	09994	Patient education	$0.00	$0.00	

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SERVICE CODES BY FEE SCHEDULE

Fee Schedule	Service Code	ADA Code	Description	Fee Schedule Fee	Standard Fee	Percent Of Standard Fee
Wellness						
	09998	09998	Records Release	$0.00	$0.00	
	09999	09999	Unspecified Adjunctive Proc., By Report	$0.00	$0.00	
	10000	10000	Missed Appt Card Mailed	$0.00	$0.00	
	10001	10001	Failed Appt.-Nevada Pacific	$0.00	$10.00	0%
	10002	10002	No Show/Canceled	$0.00	$0.00	
	10003	10003	OFFICE CANCELLED APPOINTMENT	$0.00	$0.00	
	10004	10004	PT CANCELLED APPOINTMENT	$0.00	$0.00	
	10005	10005	PT NO SHOW FOR APPOINTMENT	$0.00	$0.00	
	10006	10006	Patient/Office Late R/S By Office	$0.00	$0.00	
	10007	10007	Missed Appt. Letter Sent	$0.00	$0.00	
	10008	10008	Medicaid/NV Ck Up Patient No Show	$0.00	$0.00	
	10009	10009	Medicaid/NV Ck Up Late/RS	$0.00	$0.00	
	10010	10010	Pt./Office Cancl Prior To Appt Date	$0.00	$0.00	
	10011	10011	MFS-Treatment Completed	$0.00	$0.00	
	10012	10012	MFS-Released From Program	$0.00	$0.00	
	10013	10013	Unable To Treat Patient	$0.00	$0.00	
	10014	10014	MFS-Refer To Pedo	$0.00	$0.00	
	10015	10015	MFS-No Longer At Facility	$0.00	$0.00	
	10016	10016	Original Records Trans-NV Health Center	$0.00	$0.00	
	10017	10017	Recall Card Mld	$0.00	$0.00	
	11111	11111	No Treatment / Redo / Follow Up Note	$0.00	$0.00	
	11112	11112	Note To Chart	$0.00	$0.00	
	60000	60000	Implant Follow Up Procedure	$0.00	$0.00	

Total Services: 793

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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☒ Other State Agency

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:

Corporate/Business Entity Name:	Board of Regents - College of Southern Nevada	
(Include d.b.a., if applicable)	College of Southern Nevada-Dental Faculty Practice	
Street Address:	6375 W. Charleston Blvd., A500	Website: N/A
City, State and Zip Code:	Las Vegas, NV 89146	PNC Name: Email: nora.magana@csn.edu
Telephone No:	702-651-5510	Tax No:702-651-7383
Nevada Local Street Address: (If different from above)		Website:
City, State and Zip Code:		Local Tax No:
Local Telephone No:		Local PNC 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

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.

Clarissa M. Cotta — Signature

Clarissa M. Cotta — Print Name

Interim Vice President Academic Affairs — Title

5/1/18 — Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Third Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Third Amendment to Agreement, and exercise any amendments or extension options with Shannon Kane-Saenz for Data Engineering Consultation; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000854000
Funded Pgm/Grant: N/A
Description: Data Engineering Consulting
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Amendment 3 – extend for one (1) year from 7/1/2022 to 6/30/2023
Amount: Amendment 3 – additional NTE $167,000; potential aggregate is $484,000
Out Clause: 30 days w/o cause

BACKGROUND:

In March 2020, Shannon Kane-Saenz and UMC entered into an Agreement for Data Engineering Consulting, and amended via First Amendment on November 18, 2020, (collectively, the "Agreement") under which Shannon Kane-Saenz provides UMC with critical specialized data engineering services to support the Kaufman Hall Axiom and Epic Clarity platforms, among other things. In May 2021 Amendment 2 increased the total funding by $150,000 and extended the expiration date to June 30, 2022.

This request for approval of a Third Amendment which will increase the total funding of the Agreement by $167,000.00 for a new not to exceed total of $484,000.00 and extend the expiration date by 1 year to June 30, 2023. All other terms of the Agreement remain unchanged. Staff also requests authority for the CEO to execute future amendments or extension options within his delegation of authority, if deemed beneficial to UMC.
UMC's Chief Information Officer has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 23, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
March 30, 2022

Agenda Item #
10

THIRD AMENDMENT TO
AGREEMENT FOR DATA ENGINEERING CONSULTATION

This Third Amendment ("Third Amendment") to the Agreement for Data Engineering Consultation, is effective as of the date last signed by the parties below ("Third Amendment Effective Date"), and is by and between **University Medical Center of Southern Nevada** (**"Hospital"**), and **Shannon Kane-Saenz** (**"Consultant"**).

WHEREAS, Hospital and Consultant entered into to that certain Agreement for Data Engineering Consultation, having an effective date of March 30, 2020, First Amendment to Agreement for Data Engineering Consultation, effective as of November 18, 2020, and Second Amendment to Agreement for Data Engineering Consultation effective as of June 10, 2021 (collectively, the "Agreement"); and

WHEREAS, Hospital and Consultant wish to further amend the Agreement in certain respects as provided in this Third Amendment.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Hospital and Consultant hereby agree as follows:

1. Section I: Term of Agreement is hereby amended to extend the Term through June 30, 2023.
2. Section II, Part A (1) shall be deleted in its entirety and replaced with the following:

   "Hospital agrees to pay CONSULTANT for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed fee of $484,000 for the Term. It is expressly understood that the entire Scope of Work defined in Exhibit A must be completed by CONSULTANT and it shall be CONSULTANT's responsibility to ensure that hours and tasks are properly budgeted so the entire Project is completed for the said fee."
3. Except as expressly amended in this Third Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment effective of the date of countersignature below.

COMPANY:

SHANNON KANE-SAENZ

By: _____

Shannon Kane-Saenz DATE
Owner

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING DATE
Chief Executive Officer

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:

Corporate/Business Entity Name:	Shannon Kane-Saenz	
(Include d.b.a., if applicable)		
Street Address:	52046 No. Hwy. 245	**Website:**
City, State and Zip Code:	Miramonte, Ca. 93641	**POC Name:** **Email:** shannon@kanesaenz.com
Telephone No:	559-336-2105	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
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)

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

Shannon Kane-Saenz
Print Name

Database Engineer
Title

3-10-2022
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
AGENDA ITEM

Issue:	**Service Agreement with American Sign Language Communication for Interpretation Services**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Service Agreement, and exercise any extension options with American Sign Language Communication for language interpretation services; authorize the Chief Executive Officer to exercise amendments or extension options within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000863600
Description: Language Interpretation Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 4/15/2022 – 4/14/2027
Amount: NTE $200,000
Out Clause: 15 days w/o cause

Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

This request is to enter into a new Professional Services Agreement for language interpretation services with American Sign Language Communication ("Provider"). Provider will provide live, on-site and/or remote services on a 24/7 basis to treat Hospital's inpatients, outpatients, Emergency Department patients, and Trauma Department patients. The Provider will adhere to the Code of Professional Conduct of the Registry of Interpreters for the Deaf.

Staff also requests authority for the CEO to exercise extension options or execute amendments to this agreement that are within his delegation of authority, if deemed beneficial to UMC. UMC's Volunteer Program & Cultural Experience Supervisor has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Provider currently holds a Clark County business license.

Cleared for Agenda
March 30, 2022

Agenda Item #
11

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 23, 2022 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR INTERPRETATION SERVICES

AMERICAN SIGN LANGUAGE COMMUNICATION
NAME OF FIRM
Dawn Duran Chief Marketing Officer
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
40 E Horizon Ridge Pkwy Suite 102 Henderson, NV 89002
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
Scheduling Contact Number: 702-610-4722 Contract Contact Number: 678-882-4900
(AREA CODE) AND TELEPHONE NUMBER
Scheduling Contact Email: service@ASLComm.com Contract Contact Email: dawn@ASLComm.com
E-MAIL ADDRESS

AGREEMENT FOR INTERPRETATION SERVICES

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "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 (hereinafter referred to as "HOSPITAL"), and American Sign Language Communication (hereinafter referred to as "COMPANY"), for Interpretation Services at Hospital's facilities (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed $200,000.00 as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from April 15, 2022 through April 14, 2027 ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of $200,000.00 for the Term. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
    a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
    b. Expenses not defined in the Total Amount in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
    c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.

7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. 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 HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL'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. HOSPITAL 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 HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto. In the event of a conflict between the terms of this Agreement and the terms in the Scope of Work, the terms of this Agreement shall prevail.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.

B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL 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.

B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.

C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees

shall not be employed by the HOSPITAL.

D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.

E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non- Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises

F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.

G. It shall be the duty of COMPANY 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. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:

   1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
   2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

SECTION VI: SUBCONTRACTS

A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.

B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Evelia Olivero, Cultural Experience Supervisor, telephone number (702) 383-2388 or her designee. HOSPITAL's representative may delegate any or all of her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Agreement.

B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. Termination

1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

a. not less than ten (10) calendar days written notice of intent to terminate; and

b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

   a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and

   b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

   a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

      i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

      ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

   b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H.

   c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.

   d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party, including fires, floods, earthquakes, embargoes, epidemics, war, acts of terrorism, riots, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority. The non-performing party shall notify the other party of such force majeure within five (5) business days after such occurrence by giving written notice to the other party stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing party shall use commercially reasonable efforts to remedy its inability to perform. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO HOSPITAL:	University Medical Center of Southern Nevada Attn: Contracts Management 1800 W. Charleston Blvd. Las Vegas, NV 89102
TO COMPANY:	ASL Communication 40 E Horizon Ridge Pkwy Suite 102 Henderson, NV 89002

SECTION XII: MISCELLANEOUS

A. Amendments

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

B. Independent Contractor

COMPANY acknowledges that it, COMPANY, and any subcontractors, agents or employees employed by it shall not, under any circumstances, be considered employees of the HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded employees of HOSPITAL, 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. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

COMPANY acknowledges that the HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY 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 gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of the Agreement, terminate the Agreement, and designate COMPANY as non-responsible.

E. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

F. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

G. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further

covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

H. Governing Law/Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

H. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
    a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
    b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. 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 Agreement and be cause for suspension and/or termination of the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by Supplier and to verify the nature of the services being invoiced, but does not include the right to review personal information of Supplier's employees, or proprietary information of Supplier, including but not limited to Supplier's underlying cost, markup or overhead rates.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

All work performed or services rendered by COMPANY shall 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.

N. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

O. Public Records

COMPANY acknowledges that HOSPITAL 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 records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

P. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

Q. Clark County Business License / Registration

COMPANY warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement.

R. Prohibition Against Israel Boycott:

In accordance with Nevada Revised Statute 332.065, COMPANY certifies 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 WITNESS WHEREOF**,** each of the Parties has caused this Agreement to be executed and effective as of the date of last signature.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ _____

MASON VAN HOUWELING DATE
Chief Executive Officer

COMPANY:

American Sign Language Communication

By:_____ _____

DAWN DURAN DATE

CHIEF MARKETING OFFICER

EXHIBIT A

INTERPRETATION SERVICES AGREEMENT

SCOPE OF WORK

WORK TO BE PERFORMED:
American Sign Language Interpretation Services

Work

ASL Communication will provide live, on-site American Sign Language Interpretation for patients and staff as requested by UMC. Services will be available 24 hours per day, 365 days per year. Additionally, platform interpreting via online platforms such as Zoom, Google Meet, Microsoft Teams, Webex, etc. are available with the same terms, conditions and rates as on-site interpreting when requested.

Materials

1. UMC will provide date, time, and location of each assignment as well as the patient name and any other pertinent information that is necessary to provide quality, interpreting services in accordance with the Business Associate Agreement outlined in Exhibit D.
2. If on-line platform interpreting is requested, UMC will provide the link to connect to the assignment.
3. ASL Communication will provide emailed confirmation of services to the requested at UMC.
4. ASL Communication will provide emailed invoiced including the information listed in #1 of this section.

ADDITIONAL CLARIFICATION/EXCLUSIONS:

PRICING:

Not to Exceed (NTE) Price: $200,000.00

Current - Dec 31, 2023 Rate:

- Standard Rate (Mon-Fri, 8am-5pm): $93.00 per hour
- After Hours Rate (Mon-Fri 5 pm – 8 am, weekends and holidays): $93.00 per hour
- Virtual assignments are billed at the rate above with no additional fees.
- The above rates are per hour/per interpreter.
- Some events may require more than one interpreter to provide appropriate services. ASL Communication will provide UMC with prior notice when more than one interpreter will be utilized for an assignment. Examples of assignments that require 2 or more interpreters include, but are not limited to:
    - Assignments with legal liability
    - Assignments that are 1.5 hours or more
    - Assignments with multiple deaf consumers accessing different content.

Jan 1, 2024- Dec 31, 2025, Option to Extend Rate:

- Standard Rate (Mon-Fri, 8am-5pm): $94.00 per hour

- After Hours Rate (Mon-Fri 5 pm – 8 am, weekends and holidays): $94.00 per hour
- All other terms and conditions remain current.

Jan 1, 2025- Dec 31, 2026, Option to Extend Rate:

- Standard Rate (Mon-Fri, 8am-5pm): $95.00 per hour
- After Hours Rate (Mon-Fri 5 pm – 8 am, weekends and holidays): $95.00 per hour
- All other terms and conditions remain current.

Jan 1, 2026- Dec 31, 2027, Option to Extend Rate:

- Standard Rate (Mon-Fri, 8am-5pm): $96.00 per hour
- After Hours Rate (Mon-Fri 5 pm – 8 am, weekends and holidays): $96.00 per hour
- All other terms and conditions remain current.

EXHIBIT B
INTERPRETATION SERVICES AGREEMENT
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.

B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.

D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL 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. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY 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. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a 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.

H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, 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-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.

L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.

N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.

P. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.

2. COMPANY's name, complete address, phone and fax numbers.

3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)

5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, 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-616D

7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)

8. Description: INTERPRETATION SERVICES AGREEMENT (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Contracts Management
   1800 W. Charleston Blvd.
   Las Vegas, Nevada 89102

10. Appointed Agent Signature to include license number and issuing state.

11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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

1. INSURANCE BROKER'S NAME
ADDRESS

CONTACT NAME:

PHONE (A/C No. Ext): BROKER'S PHONE NUMBER

FAX (A/C No.) BROKER'S FAX NUMBER

E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	**3.**
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

2. //TYPE//'S NAME
ADDRESS
PHONE & FAX NUMBERS

COMPANY'S BEST KEY RATING

COVERAGES **CERTIFICATE NUMBER:** **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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	$(D)	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$(E)	50,000
	CLAIMS-MADE X OCCUR.						MED EXP (Any one person)	$(F)	5,000
							PERSONAL & ADV INJURY	$(G)	1,000,000
							GENERAL AGGREGATE	$(H)	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$(I)	2,000,000
	POLICY X PROJECT LOC						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	$(M)	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	HIRED AUTOS							$	
	NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	X					WC STATU-TORY LIMITS OTHER	$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$	
							E.L. DISEASE – E.A. EMPLOYEE	$	
							E.L. DISEASE – POLICY LIMIT	$	
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	$(Q)	1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	$(U)	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

INTERPRETATION SERVICES AGREEMENT

9. CERTIFICATE HOLDER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10. AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: INTERPRETATION SERVICES AGREEMENT

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1 (OPTIONAL)

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;

2. I will not use the services of any employees in the performance of this Agreement, identified as INTERPRETATION SERVICES AGREEMENT;

3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my Company, in the performance of this Agreement, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** 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 **Nevada** 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 **Nevada** 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 **Nevada** 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.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Agreement:

1. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

□ **No MBE, WBE, PBE, SBE, or NBE subcontractors will be used**

Exhibit D

Business Associate Agreement

This Agreement is made effective the _____ of _____, 2022, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and American Sign Language Corporation, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

(iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or

upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By:_____
Mason Van Houweling	
Title: CEO	Title:_____
Date:_____	Date:_____

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:

Corporate/Business Entity Name:	American Sign Language Communication	
(Include d.b.a., if applicable)		
Street Address:	40 E Horizon Ridge Pkwy Suite 102	**Website:** www.ASLComm.com
City, State and Zip Code:	Las Vegas, NV 89002	**POC Name:** Dawn Duran **Email:** dawn@aslcomm.com
Telephone No:	702-610-4722	**Fax No:** 702-990-9445
Nevada Local Street Address: **(If different from above)**		**Website:**
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)
Crystina Scott	Co-Owner, CEO	51%
Walter Scott	Co-Owner, Assistant	49%

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.

Dawn Duran
Signature

Dawn Duran
Print Name

CMO
Title

3/11/2022
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
AGENDA ITEM

Issue:	**Amendment One to Professional Service Agreement for Architectural Design with Brad Henry Friedmutter & Associates, Ltd. d/b/a Friedmutter Group**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment One to Professional Service Agreement for Architectural Design of UMC's exterior campus façade with Brad Henry Friedmutter & Associates, Ltd. d/b/a Friedmutter Group; 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: Architectural Design of UMC's Exterior Campus Façade
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: Amendment 1 – extend for three (3) years from 2/8/2022 to 2/7/2025
Amount: Amendment 1 – additional NTE $145,300; new total since inception of Agreement is $3,326,860 inclusive of contingency
Out Clause: 30 days w/o cause

BACKGROUND:

On May 29, 2019, the Governing Board approved the Professional Service Agreement for Architectural Design ("Agreement") with Friedmutter Group ("Friedmutter") to provide a complete multi-phased master planning, architecture and engineering services to redesign UMC's exterior campus façade for a new and cohesive hospital identity. Also, Friedmutter will reroute and remodel the thoroughfares to maximize the efficiency in transportation and parking in the vicinity. The initial Agreement Term was from June 1, 2019 to February 7, 2022. The NTE cost of the Task Order services inclusive of contingency is $3,181,560 (i.e., $2,706,445 Task Orders + $475,115 contingency).

This Amendment One requests the following:

1. Extend the Agreement Term for three (3) years from February 8, 2022 to February 7, 2025;
2. Increase the funding to add an additional NTE amount, inclusive of contingency, of $145,300 (i.e., $45,300 Task Orders + $100,000 contingency); and
3. Add a new Attachment 1 to Exhibit A whereby the mentioned duties of the "Architect" (referring to Friedmutter) will be incorporated in the attached (i) Standard Form of Agreement Between Owner and

Cleared for Agenda
March 30, 2022

Agenda Item #
12

Construction Manager as Constructor; and the (ii) General Conditions of the Contract for Construction (collectively called the "AIA Documents").

UMC's Academic & External Affairs Administrator has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

Friedmutter currently holds a Clark County business license.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 23, 2022 meeting and recommended for approval by the Governing Board.

AMENDMENT ONE TO
PROFESSIONAL SERVICE AGREEMENT FOR ARCHITECTURAL DESIGN

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, ("HOSPITAL") and Friedmutter Group ("COMPANY").

WITNESSETH:

WHEREAS, the parties entered into a Professional Service Agreement for Architectural Design dated May 29, 2019 with an Initial Term of June 1, 2019 through February 7, 2022 (the "Agreement"); 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 I: TERM OF AGREEMENT.** The current contract term expiration date is February 7, 2022. The parties agree to extend the Term of Agreement for an additional three (3) years to reflect a new expiration date of February 7, 2025.

2. **SECTION II: COMPENSATION AND TERMS OF PAYMENT.** Section A, Compensation, is hereby deleted in its entirety and replaced with the following:

   HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the not-to-exceed amount of $3,326,860.00 for the Term. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount. It is expressly understood that the entire Scope of Work defined in the revised **Exhibit A** must be completed by the COMPANY and it shall be the COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

3. **SECTION III: SCOPE OF WORK** is hereby revised to include and incorporate the duties of "Architect" in the attached Standard Form of Agreement and General Conditions of the Contract for Construction as **Attachment 1** to Exhibit A. Where "Architect" is referenced, the parties hereby agree that it shall refer to and mean COMPANY, and COMPANY warrants that it will comply with all terms, conditions, and specifications of applicable clauses as "Architect" in the aforementioned attachments.

4. 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.

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 Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

Date: _____

FRIEDMUTTER GROUP

By: _____
Brad Friedmutter
Founder & CEO

Date: 3/9/2022

ATTACHMENT 1 TO EXHIBIT A

(See next page)

DRAFT

AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor *where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes
1800 W Charleston Blvd.
Las Vegas, NV 89102

and the Construction Manager:
(Name, legal status, address, and other information)

for the following Project:
(Name, location, and detailed description)

ReVITALize UMC Façade Project
1800 W Charleston Blvd
Las Vegas, NV 89102

The Architect:
(Name, legal status, address, and other information)

Friedmutter Group
4022 Dean Martin Drive
Las Vegas, NV 89103
Attn: Bob Carino

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1782997338)

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15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

DRAFT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

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§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

« »

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Grand Canyon Development Partners (GCDP)
6841 S. Eastern Ave
Suite 103
Las Vegas, NV 89119
Attn: Sam Nicholson

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

« »

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

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.2 Civil Engineer:

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.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

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§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

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§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

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§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

« »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« »

§ 1.1.15 Other Initial Information on which this Agreement is based:

« »

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§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the

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Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Owner and Owner's Representative to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Owner's Representative on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Owner's Representative, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Owner regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Owner's Representative, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's review and approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner and Construction Manager an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner's approval. The Construction Manager shall inform the Owner in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Owner's review and acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

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§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner to review the Guaranteed Maximum Price proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

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§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Owner's Representative, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Owner's Representative, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Owner's Representative, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager. The Owner, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Fee for Pre-Construction Services $25,000 – waived upon execution of the GMP Agreement.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Individual or Position	Rate

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§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after approval of the invoice shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

0 %

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

« »

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « » percent (« » %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

1. $0 per calendar day for days 1 through 7;
2. $500 per calendar day for days 8 through 14;
3. $1000 per calendar day for days 15 through 21;
4. $2000 per calendar day for days 22 and thereafter

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

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§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 Intentionally omitted.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« »

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

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§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

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§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction

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Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the

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Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Owner's Representative by the Construction Manager, and Certificates for Payment issued by the Owner's Representative, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Owner's Representative not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month, and in no event earlier than thirty (30) days after approval of the prior month's Application for Payment. If an Application for Payment is received by the Owner's Representative after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30)) days after the Owner's Representative receives and approves the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Owner's Representative.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5 percent (5 %)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

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§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Owner's Representative shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Owner's Representative has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Owner's Representative has made exhaustive or continuous on-site inspections; or (3) that the Owner's Representative has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Owner's Representative in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Owner's Representative.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Owner's Representative will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Owner's Representative's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Owner's Representative is not responsible for verifying the accuracy of the Construction Manager's final accounting.

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§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Owner's Representative's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Owner's Representative's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Owner's Representative's final Certificate for Payment, or as follows:

« »

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0 %

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Owner's Representative will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

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If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement.

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§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

$0.00

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

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§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000.00) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and Two Million Dollars ($2,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services. The policy limits shall be mutually agreed upon by the Owner and Construction Manager prior to the commencement of any Work.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builders Risk / Course of Construction	Unless otherwise provided in the Contract Documents, the Construction Manager 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 the Owner, Construction Manager, Subcontractors, and Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Construction Manager is responsible for the deductible for any claim made against the policy.

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

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§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 14.5 Other provisions:

« »

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

.6 Other Exhibits:
(Check all boxes that apply.)

[« »] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

« »

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

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This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

DRAFT

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AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the « » day of « » in the year « », is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the « » day of « » in the year « » (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

ReVITALize UMC Façade Project
1800 W Charleston Blvd
Las Vegas, NV 89102

THE OWNER:
(Name, legal status, and address)

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes
1800 W Charleston Blvd.
Las Vegas, NV 89102

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

« »« »
« »

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed « » ($ « »), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

« »

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of execution of this Amendment.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

« »

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

« »

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

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Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

« »

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

« »

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

« »

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

DRAFT

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AIA® Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

University Medical Center of Southern Nevada – ReVITALize UMC Façade Project
1800 W. Charleston Blvd.
Las Vegas, NV 89102
«»
«»

THE OWNER:
(Name, legal status, and address)

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes
1800 W Charleston Blvd.
Las Vegas, NV 89102
«»«»
«»

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

« »« »
« »

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B.1 GENERAL

B.2 OWNER'S INSURANCE

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B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Owner are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Owner is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Owner will provide a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner may purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

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§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction,

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repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

[« »] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner as additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

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« »

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « » ($ 1,000,000.00) each occurrence, « » ($ 2,000,000.00) general aggregate, and « » ($ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than « » ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than « » ($ 1,000,000.00) each accident, « » ($ 1,000,000.00) each employee, and « » ($ 2,000,000.00) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

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§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » ($ « ») per claim and « » ($ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » ($ « ») per

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claim and « » ($ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[« »] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ B.3.4 Performance Bond, Guaranty Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of the Contract Sum
Performance Bond	100% of the Contract Sum
Guaranty Bond	100% of the Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

1. 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
2. On insurance policies where the Owner is named as an additional insured, Owner shall be an additional insured to the full limits of liability purchased by Construction Manager even if those limits of liability are in excess of those required by this Agreement.
3. Worker's Compensation and Employers' Liability policies shall contain a waiver of subrogation against Owner.
4. If Construction Manager fails to maintain any of the insurance coverage required herein, then Owner will have the option to declare Construction Manager 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. Construction Manager is responsible for any expenses paid by Owner to maintain such insurance and Owner may collect the same from Construction Manager or deduct the amount paid from any sums due Construction Manager under the contract.
5. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Contract. Owner in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.
6. Insurance certificate(s) shall include all subcontractors as additional insureds under its policies **or** Construction Manager shall furnish to Owner separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

University Medical Center of Southern Nevada – ReVITALize UMC Façade Project
1800 W. Charleston Blvd.
Las Vegas, NV 89102

THE OWNER:
(Name, legal status and address)

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes
1800 W Charleston Blvd.
Las Vegas, NV 89102

THE ARCHITECT:
(Name, legal status and address)

Friedmutter Group
4022 Dean Martin Drive
Las Vegas, NV 89103
Attn: Bob Carino

THE OWNER'S DESIGNATED REPRESENTATIVE:
(Name, address and other information)

Grand Canyon Development Partners (GCDP)
6841 S. Eastern Ave
Suite 103
Las Vegas, NV 89119
Attn: Sam Nicholson

ADDITIONS AND DELETIONS:
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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Construction Manager (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order signed by both parties, (3) a Construction Change Directive issued by the Owner, or (4) a written order for a minor change in the Work issued by Owner's Representative. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Construction Manager's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Construction Manager acknowledges and warrants that it has closely examined all of the Contract Documents, that they are suitable and sufficient to enable the Construction Manager to complete the Work in a timely manner for the Contract Sum, and that they include all Work which may reasonably be inferred to be required for the completion of the Work to the satisfaction of Owner.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Construction Manager and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Construction Manager. The Architect and Owner's Representative shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Construction Manager's duties to the Owner

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part or a part of the work of improvement, and which may include construction or other work by the Owner and/or by separate Construction Managers for whom Construction Manager has no responsibility.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Construction Manager and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Knowledge

The term "knowledge," "recognize," and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Construction Manager, shall be interpreted to mean that which the Construction Manager knows (or know), recognizes (or recognize) and discovers (or discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Construction Manager familiar with the Project and exercising the care, skill and diligence required of the Construction Manager by the Contract Documents.

§ 1.1.10 Reasonably Inferable
Reasonably inferable means that if an item or system is either shown or specified, all material and equipment customarily furnished with such items or systems and needed to make a complete installation shall be provided whether mentioned or not and shall include only components which Construction Manager could reasonably anticipate based on its skill and knowledge using an objective, industry standard, rather than a subjective standard.

§ 1.1.11 Applicable Law
State, federal and local laws, codes, statutes, ordinances, building codes, rules, regulations, building inspection assessments and recommendations, fire marshal approvals, lawful orders of public authorities and life safety codes relating to the Work as may be amended from time to time, including, but not limited to, the standards for residential construction set forth in the statutes of the State in which the Project is located, and the Americans with Disabilities Act ("ADA") and all other federal, State and local access laws and codes.

§ 1.1.12 Punch-List
The list of Work remaining to be completed after Construction Manager achieves Substantial Completion of the Work and is limited to minor incidental items of Work necessary to correct imperfections, which have no effect on the readiness for occupancy, safety, function or operability of the Work and may be completed within thirty (30) days of Substantial Completion.

§ 1.1.13 Standard of Care
The Construction Manager shall perform and complete its obligations under this Contract and in accordance with the Contract Documents through the exercise of the care, diligence and skill expected of a Construction Manager (i) that is experienced and skilled in the construction of projects of a similar nature, quality, complexity, size, nature, site, and location comparable to the Project, and (ii) that is familiar with (a) the site upon which the Project is to be constructed and (b) local conditions under which the Work is to be performed (such care, diligence, and skill is the "Standard of Care").

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Construction Manager. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Construction Manager shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Construction Manager in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.3.1 Whenever a product is specified or shown by descriptions of items, model numbers, catalog numbers, manufacturer, trade names or similar reference, such reference is intended to establish a standard of quality. The Construction Manager may furnish a product from alternative manufacturers if (i) it is pre-approved by the Owner, Architect, or Construction Manager in writing, or (ii) it meets or exceeds the standard of quality of the product specified. Where two or more products are shown or specified, the Construction Manager has the option to use either of those shown or specified, or a product from an alternative manufacturer in accordance with this Section.

§ 1.4 Interpretation
In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Construction Manager, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Construction Manager, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Construction Manager, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.5.3 Notwithstanding anything to the contrary set forth herein, the parties agree that, in the event the Construction Manager creates or modifies any Instruments of Service, such Instruments of Services as so modified, shall be the exclusive property of the Owner. The Construction Manager hereby irrevocably assigns to Owner, in perpetuity and on a worldwide basis, all rights of any nature whatsoever with respect to such Instruments of Service. Owner shall have the right, without payment of any additional sum to Construction Manager or any other party, to use the Instruments of Service for the Project (including any modifications thereto).

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission as set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall transmit instruments of service and other information in electronic formats. The receiving party shall be entitled to rely on the accuracy of the information transmitted.

§ 1.8 Building Information Models Use and Reliance

If building information modeling is to be used on the Project, the parties shall set forth procedures governing the use of and reliance on the building information model.

1.9 Order of Precedence

§ 1.9.1 In case of conflicts between the Drawings and Specifications, the Specifications shall govern. In any case of omissions or errors in figures, Drawings or Specifications, the Construction Manager shall, within a reasonable period of time, submit the matter to the Owner for clarification. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Contract Time and/or Price pursuant to Articles 7 and 8 or dispute resolution in accordance with Article 15.

§ 1.9.2 Where figures are given, they shall be preferred to scaled dimensions.

§ 1.9.3 Any terms that have well-known technical, industry or trade meanings, unless otherwise specifically defined in the Contract Documents, shall be interpreted in accordance with their well-known technical, industry or trade meanings.

§ 1.9.4 In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (i) Change Orders and written modifications to the Agreement; (ii) the Agreement; (iii) these General Conditions; (iv) drawings (large scale governing over small scale), specifications and addenda issued prior to the execution of this Agreement; (v) approved submittals; (vi) information furnished by the Owner; (vii) other documents listed in the Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the most recent date shall control.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner

with respect to all matters requiring the Owner's approval or authorization ("Owner's Representative"). Except as otherwise provided in Section 4.2.1, the Architect or Construction Manger does not have such authority. The term "Owner" means the Owner or the Owner's Representative. The Owner's Representative may also be the Initial Decision Maker.

§ 2.1.2 The Owner shall furnish to the Construction Manager, within fifteen days after receipt of a written request, information necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Construction Manager, the Owner shall furnish to the Construction Manager reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Construction Manager shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 The Owner shall be required to furnish the Construction Manager evidence that it has made financial arrangements to fulfill the Owner's obligations under the contract. Failure to provide such information shall constitute a basis for the Construction Manager to suspend further work on the Project until such information is provided.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Construction Manager shall keep the information confidential and shall not disclose it to any other person. However, the Construction Manager may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Construction Manager may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 The Owner shall secure and pay for necessary, permits, governmental fees, licenses, inspections, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Construction Manager shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Construction Manager one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Construction Manager fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Construction Manager to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Construction Manager or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Construction Manager fails to comply with the requirements of the Contract Documents and fails within a five (5) business day period after receipt of written notice from the Owner to commence and continue to correct the default complained of with diligence and promptness, the Owner may at its sole discretion, after such five (5) day period give the Construction Manager a second five (5) business day notice to correct such deficiencies. If the Construction Manager within such five (5) business day period after receipt of the either notice fails to commence and continue to correct any such deficiencies, the Owner may, without prejudice to other remedies, correct such deficiencies or terminate the Agreement. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Construction Manager the reasonable costs of correcting such deficiencies. If payments then or thereafter due the Construction Manager are not sufficient to cover such amounts, the Construction Manager shall pay the difference to the Owner immediately.

ARTICLE 3 CONSTRUCTION MANAGER

§ 3.1 General

§ 3.1.1 The Construction Manager is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Construction Manager shall be lawfully licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624, and possess a Nevada Contractor's License number. The Construction Manager shall designate in writing a representative who shall have express authority to bind the Construction Manager with respect to all matters under this Contract. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

§ 3.1.2 The Construction Manager shall perform the Work in accordance with the Contract Documents and shall provide all services pursuant to this Contract in a manner consistent with the Standard of Care under Nevada law where applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Work.

§ 3.1.3 The Construction Manager shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Construction Manager.

§ 3.1.4 Construction Manager covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Construction further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

§ 3.1.5 Construction Manager 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. Construction Manager 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 Construction Manager 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. Construction Manager 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. Construction Manager 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.

§ 3.1.6 Construction Manager acknowledges that Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. Construction Manager 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 Construction Manager in breach of the Contract, terminate the Contract, and designate Construction Manager as non-responsible.

§ 3.1.7 Construction Manager acknowledges that Construction Manager and any Subcontractors, agents or employees employed by Construction Manager 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 Construction Manager or any of its officers, employees or other agents.

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

§ 3.1.9 It shall be the duty of Construction Manager 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. Construction Manager will not produce a work product that violates or infringes on any copyright or patent rights. Construction Manager 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 Construction Manager shall not in any way relieve Construction Manager of responsibility for the professional quality and technical accuracy and adequacy of its work. Owner's review, approval, acceptance, or payment for any of Construction Manager'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 Construction Manager shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to Owner caused by Construction Manager's performance or failures to perform under this Contract.

§ 3.1.10 Construction Manager 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, Construction Manager will immediately replace him or her with a qualified person and inform Owner in writing.

§ 3.1.11 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 Construction Manager 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.

§ 3.1.12 Construction Manager 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.

§ 3.1.13 Site Access will be restricted to badged Construction Manager's and Subcontractor employees ONLY. Owner will provide badges based upon a continually updated (daily) list to be provided to Owner weekly by the Construction Manager's representative.

§ 3.1.14 Infection Control Requirements

Construction Manager is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.

At Construction Manager's sole cost and expense, all Construction Manager and Subcontractor personnel working onsite on this project are required to adhere to Owner's Infection Control internal policy (provided upon request) and as outlined below:

1. 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.

2. Current seasons' Influenza vaccine is required for all Construction Manager/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).

§ 3.1.15 Construction Manager 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.

§ 3.1.16 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.

§ 3.2 Review of Contract Documents and Field Conditions by Construction Manager

§ 3.2.1 Execution of the Contract by the Construction Manager is a representation that the Construction Manager has visited the site, become generally familiar with visible local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Further, Construction Manager has participated in design review during preconstruction services and has been compensated therefore, and in the course thereof has acquired specific information about the design and has considered and reasonably allowed for any known deficiencies or that should have been known by Construction Manager therein in the preparation of the Guaranteed Maximum Price.

§ 3.2.1.2 Construction Manager acknowledges that it has reviewed the Contract Documents and participated in pre-construction meetings with Owner and Architect and reasonably believes that Construction Manager can perform the Work and, without warranting the adequacy or completeness of the design, that said performance will provide a complete and operable Project in accordance with the intent of the Contract Documents and this Agreement and the Exhibits attached hereto in accordance with the applicable laws, codes and regulations, without limitation. If a change in the Work is requested for any reason that is not the direct result of a scope change requested by the Owner, Construction Manager shall have a duty of responsibility to Owner to propose a resolution to the Change that is consistent with applicable laws, codes and regulations, and which, using Construction Manager's best efforts, will be acceptable to Owner.

§ 3.2.2 Because the Contract Documents are complementary, the Construction Manager shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner and designated as a Contract Document pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Construction Manager and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Construction Manager shall promptly report to the Architect, Owner and Owner's Representative any errors, inconsistencies or omissions discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. It is recognized that the Construction Manager's review is made in the Construction Manager's capacity as a Construction Manager and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Construction Manager is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. Construction Manager has reviewed the Contract Documents as part of providing preconstruction services and has made the Owner Representative and Architect aware of any known deficiencies or deficiencies that should have been known by Construction Manager therein determined as part of that review, has considered and has incorporated any additional costs arising therefrom in its Guaranteed Maximum Price.

§ 3.2.4 If the Construction Manager believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Construction Manager's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Construction Manager shall submit Claims as provided in Article 15. If the Construction Manager fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Construction Manager shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Construction Manager had performed such obligations. If the Construction Manager performs those obligations, the Construction Manager shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Construction Manager shall supervise and direct the Work, using the Construction Manager's best skill and attention. The Construction Manager shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Construction Manager shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Construction Manager determines that such means, methods, techniques, sequences or procedures may not be safe, the Construction Manager shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Construction Manager's proposed alternative, the Construction Manager shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Construction Manager shall be responsible to the Owner for acts and omissions of the Construction Manager's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Construction Manager or any of its Subcontractors.

§ 3.3.3 The Construction Manager shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services

necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 Unless otherwise provided in the Contract Documents, Construction Manager shall include in its General Conditions costs and provide all temporary structures and services reasonably necessary or appropriate to the construction process, including a Construction Manager's field office, toilets, other trailers or temporary buildings required for the use of workmen or the safe storage of tools or materials, temporary electric power only until the time permanent power is energized, temporary water, temporary parking facilities, temporary scaffolding, hoists, ladders, runways, and the like. The cost of erecting or installing all of such structures or services shall be included in Construction Manager's General Conditions costs, as shall the cost of their removal. Owner shall be responsible for all costs associated with the permanent utilities (power, water, gas, etc.) servicing the building, including the cost of commissioning power, water, and gas during the start-up and commissioning of the Project. Off-Site parking will be provided for the Construction Manager and Subcontractor(s). The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). The Construction Manager and Subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Construction Manager may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Construction Manager shall enforce strict discipline and good order among the Construction Manager's employees and other persons carrying out the Work. The Construction Manager shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Construction Manager has not included any impact or an increase to the cost of materials resulting from special taxes, tariffs or other similar sanctions. Material escalation outside of Construction Manager's control is the responsibility of the Owner. In the event escalation were to occur, Construction Manager will provide the Owner with complete documentation to substantiate any claim for material price increases. Costs associated with these sanctions, the inability to procure materials at the cost anticipated, or the need to change suppliers due to these sanctions being imposed, will entitle Construction Manager to an increase in the Price by Change Order. In addition, if the impact of these sanctions includes delays to the work, the Construction Manager will be entitled to a commensurate extension of time. The Parties further agree that Construction Manager has not included contingency or other pricing into the Contract Sum related to such uncertainty.

§ 3.5 Warranty

§ 3.5.1 The Construction Manager warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Construction Manager further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Construction Manager's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Construction Manager, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Construction Manager shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Construction Manager shall pay sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Such taxes have been included in the Guaranteed Maximum Price.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Except for the permits and approvals which are to be obtained by the Owner or requirements as provided in Article 2.3.1 of the General Conditions, Construction Manager shall secure and pay for all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Work. Construction Manager shall deliver to the Owner and Owner's Representative all original licenses, permits, and approvals obtained by the Construction Manager in connection with the Work prior to final payment or upon termination of the Contract, whichever is earlier.

§ 3.7.2 The Construction Manager shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Construction Manager performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Construction Manager shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Construction Manager encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Construction Manager shall promptly provide notice to the Owner, Owner's Representative, and/or Architect no later than five (5) days after first observance of the conditions. The Owner's Representative and/or Architect shall promptly investigate such conditions and, if Owner's Representative and/or Architect agree the condition(s) will cause an increase in the Construction Manager's cost of, or time required for, performance of any part of the Work, Construction Manager shall be entitled to an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner's Representative and/or Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Agreement is justified, the Construction Manager and/or Architect shall promptly notify the Owner and Construction Manager in writing, stating the reasons. If either Party disputes the Owner's Representative and/or Architect's determination or recommendation, that Party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that that reasonably should have been disclosed by the Construction Manager's prior inspections, tests, reviews, including, but not limited to, those services that Construction Manager represents and warrants under Section 3.2 to have performed.

§ 3.7.5 If, in the course of the Work, the Construction Manager encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Construction Manager shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Construction Manager shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Construction Manager shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Construction Manager shall not be required to employ persons or entities to whom the Construction Manager has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Construction Manager of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Construction Manager's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order immediately at the time in which the full cost of the work associated with the allowance or when the work in which the allowance has been established has been performed, whichever comes first. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Construction Manager's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Key Personnel

§ 3.9.1 The Construction Manager shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Construction Manager, and written communications given to the superintendent by the Owner's Representative shall be as binding as if given to the Construction Manager.

§ 3.9.2 The Construction Manager, as soon as practicable prior to award of the Contract GMP, shall furnish in writing to the Owner the name and qualifications of a proposed Construction Manager's project team. The Owner's Representative may reply within fourteen (14) days to the Construction Manager in writing stating whether the Owner has reasonable objection to the proposed management staffing to include but not limited to: Project Executive, Senior Project Manager, Project Manager, Superintendent, and Accounting etc. All staffing for the work performed for Owner shall be mutually agreed upon by the parties. Construction Manager shall not reassign any approved staff associated with the Project without the prior written permission of Owner. In the event that a member of the approved staff leaves Construction Manager's employ, Construction Manager agrees to provide replacement staff that

has the requisite qualifications to accomplish the remainder of the assignment(s). Construction Manager shall be responsible for bearing the cost of such replacement, including the reasonable costs of training to bring such replacement current on all Project activities. Owner reserves the right to request the replacement of any ineffective or non-performing personnel at Construction Manager's sole expense. The Construction Manager must then provide a suitable replacement that will be subject to the Owner's approval.

§ 3.9.3 The Construction Manager shall not employ a proposed superintendent to whom the Owner or Owner's Representative has made reasonable and timely objection. The Construction Manager shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The Superintendent approved for the Project must be able to read, write and verbally communicate in English. The Superintendent may not perform the Work of any trade, pick-up materials, or perform any Work not directly related to the supervision and coordination of the construction Work at the Project Site when Work is in progress.

§ **3.9.5** Construction Manager 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. Construction Manager 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.**

§ **3.9.6** In accordance with NRS 338.013.3, Construction Manager 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.

§ **3.9.7** In accordance with NRS 338.060 and 338.070, Construction Manager 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 Construction Manager or any Subcontractor under it. If Construction Manager 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, Construction Manager 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 Construction Manager's business to determine the amount per worker per day to be imposed. Any Construction Manager 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 Construction Manager 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.

§ **3.9.8** In accordance with NRS 338.070 (5) (a) (b) and NRS 338.070 (6), Construction Manager and each Subcontractor shall keep or cause to be kept:

1. An accurate record showing for each worker employed by Construction Manager 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 Construction Manager or Subcontractor who has a driver's license or identification card;
   g) The name of the worker;
   h) The driver's license or identification card number of the worker; and
   i) The state or other jurisdiction that issued the license or card.

§ **3.9.9** The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by Owner. Construction Manager, 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**. Construction Manager, 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 Construction Manager 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

§ 3.9.10 Construction Manager 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.

§ **3.9.11 Certified Payroll Reports**: Pursuant to NRS 338.070, on any public work contract awarded for more than $100,000, Construction Manager 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.

§ **3.9.12** Each Construction Manager 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.

§ **3.9.13** Construction Manager 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. Construction Manager 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 Construction Manager shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from Construction Manager by the public body because Construction Manager failed to submit certified payroll reports within **15 calendar days** after the end of the month if the Subcontractor provided certified payroll reports to Construction Manager within **10 calendar days** after the end of the month or the date agreed upon by Construction Manager and Subcontractor. Construction Manager 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 Construction Manager 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

§ **3.9.14** Journeyman and Master Electrician and Plumbing Examination Program. 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. 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.

§ **3.9.15** The Construction Manager 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 and 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.

§ **3.9.16** 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.

§ **3.9.17** Use of Apprentices. Construction Manager 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). Construction Manager 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.

§ **3.9.18** Construction Manager 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.

§ **3.9.19** 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.

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

§ **3.9.20** Construction Manager 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 Construction Manager 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.

§ **3.9.21** In accordance with the Immigration Reform and Control Act of 1986, Construction Manager agrees that it will not employ unauthorized aliens in the performance of this contract.

§ **3.9.22** Discrimination: The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. Construction Manager acknowledges that Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. Construction Manager 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 Construction Manager in breach of the contract, terminate the contract, and designate Construction Manager as non-responsible.

§ **3.9.23** Fair Employment Practices: In connection with the performance of work under this contract, Construction Manager 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. Construction Manager 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 Construction Manager shall constitute a material breach of this Contract.

§ **3.9.24** Construction Manager 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 Construction Manager, this contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this contract void.

§ 3.10 Construction Manager's Construction and Submittal Schedules

§ 3.10.1 The Construction Manager, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Construction Manager's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity with the logic relationship between activities and critical paths and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Construction Manager shall provide Owner with the project schedule in "native" format so Owner can review the logic and relationship between activities.

§ 3.10.2 The Construction Manager, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Construction Manager's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Construction Manager fails to submit a submittal schedule, or fails to

provide submittals in accordance with the approved submittal schedule, the Construction Manager shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Construction Manager shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.10.4 The Construction Manager shall, at least once monthly, submit to the Owner an updated critical path Project Milestone Schedule (in both PDF and native format) and a progress report, in meeting minute format with attachments showing the progress of each major item of the Work. The progress report shall specify, among other things, (i) an estimated percentage of completion; (ii) the number of days each portion of the Project is ahead of or behind schedule, the reasons therefor and the new schedule; (iii) the number of Weather Days and man-days worked for each portion of the Project and each category of labor; (iv) the projected Work to be completed in the next succeeding month; (v) a listing and the status of all Change Orders, potential Change Orders, requests for information (RFIs), Modifications, bulletins and other relevant documents; and (vi) the revised estimated date of Substantial Completion for the Work; provided, however, any revisions in a completion date set forth in such report shall be for informational purposes only and shall not result in an extension of any scheduled date of Substantial Completion which dates may only be extended pursuant to an express provision of the Contract Documents that permits or requires such an extension. If any building or item of Work is shown to be behind schedule, the report must include the Construction Manager's explanation of the Work being behind schedule, and the Construction Manager's plan for corrective action to bring the Work back on schedule. To ensure such timely completion, the Construction Manager shall take all reasonably necessary action, including, without limitation, increasing the number of personnel and labor on the Project and implementing double shifts (provided, however, such action shall not entitle the Construction Manager to an adjustment in the Contract Sum, which amount may only be adjusted pursuant to an express provision of the Contract Documents that permits or requires such adjustment).

The Construction Manager shall timely prepare after the Contract is awarded a materials report which shall include a complete list of suppliers and fabricators, items to be purchased from the suppliers or fabricators, time required for fabrication and the scheduled delivery dates for each item to be purchased. As soon as available, the Construction Manager shall furnish copies of purchase orders to the Owner.

The Construction Manager shall hold weekly progress meetings at the Project site. Progress of the Work shall be reported in detail with reference to construction schedules. Each interested Subcontractor and its Sub-subcontractor shall have a competent representative present at such meetings to report the condition of its work and to receive information.

§ 3.11 Documents and Samples at the Site

The Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Construction Manager or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Construction Manager to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Construction Manager proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Construction Manager shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Construction Managers.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has (1) reviewed and approved them, (2) determined and verified materials, field

measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Construction Manager shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Construction Manager shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Construction Manager has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Construction Manager shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Construction Manager shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Construction Manager needs to provide such services in order to carry out the Construction Manager's responsibilities for construction means, methods, techniques, sequences, and procedures. The Construction Manager shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Construction Manager by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Construction Manager shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Construction Manager shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Construction Manager the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Construction Manager's design professional to certify that the Work has been performed in accordance with the design criteria, the Construction Manager shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Construction Manager shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Such compliance with these security requirements shall not relieve Construction Manager of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Construction Manager's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

§ **3.13.1** Construction Manager 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. Construction Manager 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. Construction Manager 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. Construction Manager shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner in a timely manner.

§ 3.14 Cutting and Patching

§ 3.14.1 The Construction Manager shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Construction Manager shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Construction Managers by cutting, patching, or otherwise altering such construction, or by excavation. The Construction Manager shall not cut or otherwise alter construction by the Owner or a Separate Construction Manager except with written consent of the Owner and of the Separate Construction Manager. Consent shall not be unreasonably withheld. The Construction Manager shall not unreasonably withhold, from the Owner or a Separate Construction Manager, its consent to cutting or otherwise altering the Work.

§ **3.14.3** Unless otherwise specifically provided in the Contract, Construction Manager 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 Construction Manager begins such work, it shall give due notice to Owner of its intention to start such work. Construction Manager 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.

§ **3.14.4** Construction Manager shall not unreasonably interfere with the performance of Owner's 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 Construction Manager.

§ **3.14.5** Construction Manager shall not use any permanently installed equipment unless such use is approved by Owner in writing. Where Construction Manager's written request is granted for the use of certain equipment, Construction Manager shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Owner.

§ **3.14.6** If Owner furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of Construction Manager and shall be considered Construction Manager'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.

§ **3.14.7** 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

§ 3.15 Cleaning Up

§ 3.15.1 The Construction Manager shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Construction Manager shall remove waste materials, rubbish, the Construction Manager's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Construction Manager fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Construction Manager.

§ 3.15.3 In addition to general clean up, Construction Manager's final cleaning of the Project shall include, but not be limited to, the following special cleaning and shall be done at the Completion of the Work, as well as any requirements contained in the Specifications:

- **.1** Remove putty stains from glazing, then wash and polish glazing.
- **.2** Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated Work.
- **.3** Remove temporary protection and clean and polish floors and waxed surfaces.
- **.4** Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint.
- **.5** Remove spots, soil, plaster and paint from tile work, and wash tile.
- **.6** Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, and polish metal surfaces.
- **.7** Vacuum-clean carpeted surfaces.
- **.8** Remove debris from roofs, downspouts and drainage system.

§ 3.16 Access to Work

Owner, Owner's Representative, their consultants, and other persons authorized by Owner will at all times have access to the Work wherever it is in preparation or progress. Construction Manager shall provide safe and proper facilities for such access for inspection.

§ 3.17 Royalties, Patents and Copyrights

The Construction Manager shall pay all royalties and license fees. The Construction Manager shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Construction Manager, the Construction Manager shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, but subject to the other terms and conditions of the Contract Documents, Construction Manager hereby agrees to defend, indemnify, and hold harmless Owner, Construction Manager, and each of their respective subsidiaries, affiliates, parent companies and their respective members, officers, directors, managers, employees, agents, shareholders, successors and assigns, heirs, administrators, and personal representatives (collectively, "Owner Indemnitees") for, from and against any and all claims, causes of action, arbitrations, liens, liabilities, obligations, losses, suits, actions, other proceedings, demands, fines, penalties, damages, costs and expenses (including, without limitation, reasonable attorney's and experts' fees and costs,), awards, civil or criminal penalties and charges, fines, or judgments, including, without limitation, reasonable attorneys' fees and costs (collectively, "Actions"), relating to or arising out of or incident to: a) any property damage or personal injuries, including but not limited to emotional or bodily injury or death; and b) any Actions including but not limited to those resulting directly or indirectly from: payment disputes, breach of contract, defaults, any intentional tortious misconduct or negligent act, omission or error of Construction Manager, or any Subcontractor, or vendor, or anyone directly or indirectly employed by any of the foregoing(collectively "Construction Manager Parties" and singularly, "Construction Manager Party"); provided that Construction Manager shall not be liable hereunder to the extent that the Action is caused by the negligence of the Owner Indemnitees or parties outside of the Construction Manager parties.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Construction Manager, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Construction Manager or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner's Representative will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Owner's Representative issues the final Certificate for Payment. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Owner's Representative and/or Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Owner's Representative and/or Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Representative and/or Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Construction Manager's rights and responsibilities under the Contract Documents.

§ 4.2.3 The Owner's Representative and/or Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work. The Owner's Representative and/or Architect will not be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner's Representative and/or Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Construction Manager, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Construction Manager. Communications by and with Separate Construction Managers shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Owner's Representative evaluations of the Construction Manager's Applications for Payment, the Owner's Representative will review and certify the amounts due the Construction Manager and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Owner's Representative has authority to reject Work that does not conform to the Contract Documents. Whenever the Owner's Representative considers it necessary or advisable, the Owner's Representative will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Owner's Representative nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner's Representative to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Manager as required by the Contract Documents. The Architect's review of the Construction Manager's submittals shall not relieve the Construction Manager of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Owner's Representative will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Owner's Representative will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Owner's Representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Construction Manager pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner agrees, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Owner's Representative will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Owner's Representative will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Owner's Representative will endeavor to secure faithful performance by both Owner and Construction Manager, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Owner's Representative's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Owner's Representative will review and respond to requests for information about the Contract Documents. The Owner's Representative's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Construction Manager to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Construction or the subcontractors of a Separate Construction.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Construction Manager, as soon as practicable after award of the Contract, shall notify the Owner and Owner's Representative of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Construction Manager shall submit to the Owner's Representative an updated expanded list of Subcontractors, along with their respective addresses, telephone numbers, e-mail addresses and Subcontractor's license. Within 5 days of receipt of the information, the Owner's Representative may notify the Construction Manager whether the Owner or the Owner's Representative (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner's Representative to provide notice within the 5-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Construction Manager shall not contract with a proposed person or entity to whom the Owner or Owner's Representative has made reasonable and timely objection. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has made reasonable objection.

§ 5.2.3 If the Owner, or Owner's Representative has reasonable objection to a person or entity proposed by the Construction Manager, the Construction Manager shall propose another to whom the Owner or Owner's Representative has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Construction Manager has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Construction Manager shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner makes reasonable objection to such substitution.

§ 5.2.5 The process and requirements for notification shall follow those prescribed in Section 2.3.2 of the AIA 133 to include the Letter of Authorization process.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Construction Manager shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Construction Manager by terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities, including Owner Policies and Procedures, compliance with Prevailing Wage law, SB207 Apprenticeship act, and the responsibility for safety of the Subcontractor's Work that the Construction Manager, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Construction Manager that the Construction Manager, by the Contract Documents, has against the Owner. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 Without limiting the foregoing, Construction Manager shall include provisions in each of its subcontracts by which:

.1 the Subcontractor agrees to make the Owner an intended third-party beneficiary of the subcontract. The Owner shall have the authority to enforce the Owner's rights under the Subcontract Documents directly against any Subcontractor, but this shall not create any third-party beneficiary, or other rights in any Subcontractor against the Owner;

.2 the Subcontractor agrees to defend and indemnify the Indemnified Parties to the same extent the Construction Manager is required to defend and indemnify the Indemnified Parties under the provisions of the Contract, including, without limitation, as provided in Section 3.18 herein;

.3 the Subcontractor agrees to dispute resolution procedures and requirements that are consistent with those set forth in this Contract;

.4 the Subcontractor agrees to an assignment of its subcontract to Owner, or to a successor Construction Manager or other entity designated by Owner, pursuant to the terms and conditions set forth in Article 5.4 herein.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Construction Manager to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Construction Manager; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Construction Manager's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Construction Manager or other entity. If the Owner assigns the subcontract to a successor Construction Manager or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Construction Manager's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Construction Manager, who shall cooperate with them. The Construction Manager shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Construction Manager shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Construction Manager, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Construction Manager has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Construction Manager shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Construction Manager's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Construction Manager's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Construction Manager shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Construction Manager's Work. Failure of the Construction Manager to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Construction Manager's Work. The Construction Manager shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Construction Manager shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Construction Manager's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Construction Manager for costs the Construction Manager incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Construction Manager shall promptly remedy damage that the Construction Manager wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Construction Manager in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Construction Manager, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner and Construction Manager. A Construction Change Directive requires agreement by the Owner and may or may not be agreed to by the Construction Manager.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Construction Manager shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared and signed by the Owner and Construction Manager, stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Except as permitted in Section 7.3 and Section 9.7, a change in the Contract Sum or Contract Time shall be accomplished only by fully executed Change Order. Construction Manager shall not be entitled to payment for any extra work performed prior to, or without receipt of, a fully executed Change Order. No course of dealing, express or implied, estoppel, waiver or claim of unjust enrichment of quantum merit shall be the basis of any claim to an increase in the Contract Sum or Contract Time. Notwithstanding any other provision in the Contract Documents, the adjustment in the Contract Sum and Contract Time, if any, set forth in a Change Order shall constitute the entire compensation and adjustment for all direct and indirect costs and expenses due to the Construction Manager on account thereof for any change or extra work, including payment for all costs and all delays in connection with such change and including full payment for any expenses for inconvenience, disruption of schedule, and/or loss of efficiency or productivity of any nature whatsoever by Construction Manager and all subcontractors, suppliers, and materialmen of any tier.

§ 7.2.3 In connection with any Change Orders, upon the request of Owner, Construction Manager agrees to furnish sufficient documentation of actual costs such as subcontracts, purchase orders, subcontractor and supplier invoices or other Project costs

§ 7.2.4 Construction Manager must notify the Owner and the Owner's Representative in writing of any identified potential change in the Work that may affect either Contract Time or Contract Sum within 14 days of discovery of the change event that caused the potential change. If in the event that the Construction Manager does not notify the Owner and Owner's Representative of the potential change then the Construction Manager will be solely responsible for the cost and schedule impact as a result.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by Owner Representative and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Construction Manager does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Construction Manager shall keep and present, in such form as the Owner Representative may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by theOwner;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Construction Manager or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Construction Manager disagrees with the adjustment in the Contract Time, the Construction Manager may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Owner Representative of the Construction Manager's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Construction Manager indicates the Construction Manager's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Construction Manager to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner Representative. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Construction Manager may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner Representative a will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner Representative determines, in the Owner Representative's professional judgment, to be reasonably justified. The Owner Representative's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Construction Manager agree with a determination made by the Owner Representative concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner Representative will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Owner may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Owner's order for minor changes shall be in writing. If the Construction Manager believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Construction Manager shall notify the Owner Representative and shall not proceed to implement the change in the Work. If the Construction Manager performs the Work set forth in the Owner's order for a minor change without prior notice to the Owner Representative that such change will affect the Contract Sum or Contract Time, the Construction Manager waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Owner's Representative in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Construction Manager confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Construction Manager shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Construction Manager and Owner.

§ 8.2.3 The Construction Manager shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If Owner/Owner's Representative determines and notifies Construction Manager that Construction Manager's progress is such that Construction Manager will not achieve Final Completion of the Work within the Contract Time, Construction Manager shall immediately and at no additional cost to Owner, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that Construction Manager will achieve Final completion of the Work within the Contract Time. Upon receipt of such notice from Owner/Owner's representative, Construction Manager shall immediately notify Owner/Owner's Representative of all measures to be taken to ensure Final Completion of the Work within the Contract Time. Construction Manager shall reimburse Owner for any extra costs or expenses incurred by Owner as the result of such measures.

§ 8.3 Delays and Extensions of Time

§ 8.3. If the Construction Manager is delayed at any time in the commencement or progress of the Work by (i) by an act or neglect of the Owner, Architect, or of an employee of either, or of a Separate Contractor employed by the Owner, (ii) changes ordered in the Work, (iii) labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Construction Manager's control, (iv) delay authorized or directed by the Owner, or (v) other reasonable causes that may justify a delay, then the Contract Time may be extended and reasonable cost reimbursed by Change Order for such reasonable time as both parties may agree in writing. Construction Manager will notify Owner in writing and within five (5) days of the commencement of any of the foregoing events that Construction Manager reasonably believes warrants an extension of the Contract Time. Construction Manager shall be entitled to reasonable compensation for direct costs associated with such extensions of time but shall not be entitled to any other compensation on account of hindrances or delays from any cause whatsoever.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 Construction Manager agrees that timely completion of the Work is of the essence in this Agreement. If at any time (i) the Work has not progressed to the extent provided the Construction Schedule for reasons other than Excused Delay (reasons set forth in Section 8.3.1), and (ii) it is reasonably unlikely that Substantial Completion will be achieved by the Scheduled Substantial Completion Date, then the Owner shall have the right to order Construction Manager to take, at no cost to the Owner, corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment and facilities, (3) paying expediting charges of any Subcontractor or material supplier and (4) taking other similar measures to accelerate the Work (hereinafter referred to collectively as "Extraordinary Measures") until it is reasonably likely that Substantial Completion will be achieved by the Scheduled Substantial Completion Date. Construction Manager shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures properly required by the Owner hereunder.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Construction Manager for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Construction Manager, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Construction Manager shall submit a schedule of values to the Owner's Representative before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner's Representative. This schedule, unless objected to by the Owner's Representative, shall be used as a basis for reviewing the Construction Manager's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner's Representative and supported by such data to substantiate its accuracy as the Owner's Representative may require, and unless objected to by the Owner's Representative, shall be used as a basis for reviewing the Construction Manager's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 Applications for Payment shall be subject to the terms and conditions as specified in Article 7 of the executed AIA 133 Construction Agreement.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Construction Manager does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Construction Manager intends to pay.

§ 9.3.1.3 Periodic Affidavits and Waivers of Liens. With each Application for Payment, Construction Manager, for itself and each of its Subcontractors and suppliers of every tier, will submit affidavits and waivers of lien conditioned only upon receipt of payment from the Owner for the period covered by such application. Additionally, beginning with Construction Manager's second Application for Payment, for Construction Manager, for itself and each of its Subcontractors and suppliers of every tier, will submit an Unconditional Waiver and Release on Progress Payment fully and unconditionally waiving and otherwise releasing liens and claims of liens for all preceding Applications for Payments. It is agreed that all lien waivers shall be reasonably satisfactory to Owner and in a form that substantially complies with NRS 108 or other Applicable Laws waivers and releases of lien or payment bond claims. Should Construction Manager fail to provide such unconditional waivers of lien as required by this Section 9.3.1.3, Owner may withhold such amounts as it deems reasonably necessary to protect itself from liens or claims that may be asserted by Construction Manager's Construction Managers, subcontractors, material suppliers and consultants

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Construction Manager with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Construction Manager warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Construction Manager further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Construction Manager's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Construction Manager, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Owner's Representative will, within seven days after receipt of the Construction Manager's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Owner's Representative determines is properly due, and notify the Construction Manager and Owner of the Owner's Representative reasons for withholding certification

in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Owner's Representative reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Owner's Representative to the Owner, based on the Owner's Representative evaluation of the Work and the data in the Application for Payment, that, to the best of the Owner's Representative knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Owner's Representative. However, the issuance of a Certificate for Payment will not be a representation that the Owner's Representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment; or (4) made examination to ascertain how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner's Representative may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's Representative opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Owner's Representative is unable to certify payment in the amount of the Application, the Owner's Representative will notify the Construction Manager and Owner as provided in Section 9.4.1. If the Construction Manager and Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue a Certificate for Payment for the amount for which the Owner's Representative is able to make such representations to the Owner. The Owner's Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's Representative opinion to protect the Owner from loss for which the Construction Manager is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Construction Manager;
.3 failure of the Construction Manager to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
.7 repeated failure to carry out the Work in accordance with the Contract Documents;
.8 amount of the work billed is not commensurate with the work performed and/or materials that have been procured; or
.9 any other reason as defined by this Agreement or by Law.
.10 stop payment notices;
.11 failure of Construction Manager to maintain and update as-built documents;
.12 performance of Work by Construction Manager without properly processed Shop Drawings
.13 failure to provide updated Reports of Subcontractor Information and Self-Certifications, as applicable
.14 failure to provide a Final Distribution of Contract Dollars with final Application for Payment

In addition to the foregoing, Owner, Construction Manager may deduct any amounts payable under this Agreement, arising from or related to any actual, pending, potential, or threatened actions, to the extent caused, directly or indirectly, in whole or in part by any negligent, reckless, or intentional act, error, or omission of Construction Manager, any of its Subcontractors or Vendors, or anyone directly or indirectly employed by any of them or for whose acts they may be responsible for under this Agreement in accordance with the Law.

§ 9.5.2 When either party disputes the Owner's Representative decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15. The Owner shall not withhold payment for any damage or claim that falls within the scope of potential coverage of a liability policy or a property policy required under this Agreement.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Owner's Representative withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Construction Manager and to any Subcontractor or supplier to whom the Construction Manager failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Construction Manager and shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner's Representative has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Construction Manager shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Construction Manager on account of the Subcontractor's portion of the Work. The Construction Manager shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Owner's Representative will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Construction Manager and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Construction Manager that the Construction Manager has properly paid Subcontractors and suppliers amounts paid by the Owner to the Construction Manager for subcontracted Work. If the Construction Manager fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Construction Manager's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Construction Manager provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Construction Manager for Work properly performed by Subcontractors or provided by suppliers shall be held by the Construction Manager for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Construction Manager for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Construction Manager, create any fiduciary liability or tort liability on the part of the Construction Manager for breach of trust, or entitle any person or entity to an award of punitive damages against the Construction Manager for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Construction Manager shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Construction Manager. If approved by the applicable court, when required, the Construction Manager may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Owner's Representative does not issue a Certificate for Payment (if applicable) through no fault of the Construction Manager, or if the Owner does not pay the Construction Manager within the date established in the Contract Documents the amount of the Application for Payment or certified by the Owner's Representative, then the Construction Manager may with written notice to the Owner and Owner's Representative or as otherwise required by NRS 624, stop the Work until payment of the amount owing has been received.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and the necessary governmental agency or agencies have conducted the requisite inspections of the Work and determined that the Work has been performed in accordance with the Contract Documents and that the necessary approvals can be issued.

§ 9.8.2 When the Construction Manager considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Construction Manager shall prepare and submit to the Owner's Representative a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Construction Manager's list, the Owner and Owner's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included

on the Construction Manager's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Construction Manager shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner and Owner's Representative. In such case, the Construction Manager shall then submit a request for another inspection to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Owner's Representative will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Construction Manager for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Construction Manager shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Construction Manager for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Construction Manager, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Construction Manager have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Construction Manager considers a portion substantially complete, the Construction Manager shall prepare and submit a list to the Owner's Representative as provided under Section 9.8.2. Consent of the Construction Manager to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Construction Manager or, if no agreement is reached, by decision of the Owner's Representative.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager and Owner's Representative shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Such use by Owner shall in no case relieve Construction Manager of any of its responsibilities under the Contract, nor act as a waiver by Owner of any of the conditions thereof, provided that Construction Manager 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, Construction Manager may be entitled to an equitable adjustment mutually agreed upon prior to Owner taking possession.

If, as a result of Construction Manager'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.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Construction Manager's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative will promptly make such inspection. When the Owner's Representative finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative will promptly issue a final Certificate for Payment stating that to the best of the Owner's Representative's knowledge, information and belief, and on the basis of the Owner's Representative's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Construction Manager and noted in the final Certificate is due and payable. The Owner's Representative final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Construction Manager's being entitled to final payment have been fulfilled. 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.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Construction Manager submits to the Owner's Representative (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have

been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Construction Manager knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. Further description of the items required for the justification for Final Payment shall be identified in Exhibit L – Closeout Requirements. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Construction Manager may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Construction Manager shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Construction Manager or by issuance of Change Orders affecting final completion, and the Owner's Representative so confirms, the Owner shall, upon application by the Construction Manager and certification by the Owner's Representative, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Construction Manager to the Owner's Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Construction Manager, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 Final Affidavits and Waivers of Liens. With its final Application for Payment, Construction Manager, for itself and each of its Subcontractors and suppliers of every tier, will submit affidavits and final waivers of lien conditioned only upon receipt of payment from the Owner for all labor, material, services, supplies, provided on the Project. Within seven (7) days of receipt of receipt of Final Payment, Construction Manager, for itself, will submit an Unconditional Waiver and Release on Final Payment fully and unconditionally waiving and otherwise releasing liens and claims of liens for all labor, material, services, supplies, provided on the Project. Within fifteen (15) days of receipt of receipt of Final Payment, Construction Manager for each of its Subcontractors and suppliers of every tier, will submit an Unconditional Waiver and Release on Final Payment fully and unconditionally waiving and otherwise releasing liens and claims of liens for all labor, material, services, supplies, provided on the Project by such Subcontractor or supplier. It is agreed that all lien waivers shall be reasonably satisfactory to Owner and in a form that substantially complies with the form specified in NRS 108 and releases of lien or payment bond claims.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Construction Manager shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Neither Owner nor its employees or agents, 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 Construction Manager, Subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Construction Manager shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Construction Manager, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Construction Manager shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Construction Manager shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Construction Manager shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Construction Manager shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Construction Manager, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Construction Manager is responsible under Sections 10.2.1.2 and 10.2.1.3. The Construction Manager may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Construction Manager. The foregoing obligations of the Construction Manager are in addition to the Construction Manager's obligations under Section 3.18.

§ 10.2.6 The Construction Manager shall designate a responsible member of the Construction Manager's organization at the site whose duty shall be the prevention of accidents. This person shall be the Construction Manager's superintendent unless otherwise designated by the Construction Manager in writing to the Owner and Owner's Representative. In the event an emergency affecting the safety of life or of the Work or of adjoining property, Construction Manager shall follow the instructions of Owner and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

§ 10.2.7 The Construction Manager shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.7.1 Construction Manager 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 Construction Manager.

§ 10.2.7.2 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.

§ 10.2.7.3 Construction Manager 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 Construction Manager 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.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Construction Manager is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Work in the affected area shall not be resumed without written direction by Owner.

§ 10.3.2 Upon receipt of the Construction Manager's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance

is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Construction Manager will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Construction Manager has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Construction Manager. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Construction Manager's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent expressly authorized by Nevada law, the Owner shall indemnify and hold harmless the Construction Manager, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against third party claims, damages, losses, and expenses, including but not limited to attorneys' fees, directly resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the gross negligence of the party seeking indemnity. Owner explicitly retains all defenses to such indemnity that may exist under Nevada law.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Construction Manager brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Construction Manager's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Construction Manager shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Construction Manager brings to the site and negligently handles, or (2) where the Construction Manager fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Construction Manager, the Construction Manager is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Construction Manager for all fines and/or penalties levied against the Construction Manager by such government agency.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Construction Manager shall act, at the Construction Manager's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Construction Manager on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Construction Manager's Insurance and Bonds

§ 11.1.1 The Construction Manager shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Construction Manager shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Owner's Representative, Architect, and Architect's consultants shall be named as additional insureds under the Construction Manager's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Construction Manager shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Construction Manager shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Construction Manager shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Construction Manager's Required Insurance. Within three (3) business days of the date the Construction Manager becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Construction Manager shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Construction Manager, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement

coverage by the Construction Manager. The furnishing of notice by the Construction Manager shall not relieve the Construction Manager of any contractual obligation to provide any required coverage.

11.1.5 Professional Liability Insurance

§ 11.1.5.1 The Construction Manager is responsible for providing a Professional Liability Insurance policy for Errors and Omissions for the Work they may perform as Design-Build. The policy limits shall be mutually agreed upon by the Owner and Construction Manager prior to the commencement of any Work.

§ 11.2 Owner's Insurance

§ 11.2.1 Owner is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statues. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Customer are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Owner is self-insured as allowed by Chapter 41 of the Nevada Revised Statues. Upon request, Owner will provide Supplier with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Construction Manager waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Construction Managers, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Construction Manager, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Construction Managers, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 Intentionally Omitted.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The insurance requirements specified herein do not relieve Construction Manager of its responsibility or limit the amount of their liability to Owner or other persons and Construction Manager is encouraged to purchase such additional insurance, as it deems necessary.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager its just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager shall make payments to its consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Construction Manager of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Construction Manager shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Construction Manager does not object, the Owner shall settle the loss and the Construction Manager shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Construction Manager shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Construction Manager timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Construction Manager arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Owner and/or Owner's Representative's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner and/or Owner's Representative , be uncovered for the Owner and/or Owner's Representative's examination and be replaced at the Construction Manager's expense without change in the Contract Time or the Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Owner and Owner's Representative has not specifically requested to examine prior to its being covered, the Owner and Owner's Representative may request to see such Work and it shall be uncovered by the Construction Manager. If such Work is in accordance with the Contract Documents, the Construction Manager shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Construction Manager's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Construction Manager shall promptly correct Work rejected by the Owner and Owner's Representative or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Construction Manager's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Construction Manager's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Construction Manager shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Construction Manager a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Construction Manager and give the Construction Manager an opportunity to make the correction, the Owner waives the rights to require correction by the Construction Manager and to make a claim for breach of warranty. If the Construction Manager fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work. Construction Manager shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Warranty Period, and (2) replace, repair, or restore to Owner and Owner's Representative satisfaction and other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of the Defective Work. Construction Manager shall promptly commence such correction, replacement, repair, or restoration upon notice from Owner or Owner's Representative, but in no case later than (10) days after such receipt of notice; and Construction Manager shall diligently and continuously prosecute such correction to completion. Construction Manager shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such Defective Work, including additional testing, inspection, and compensation for Owner and Owner's Representative services and expenses. Construction Manager shall perform corrective Work at such times that are acceptable to Owner and Owner's Representative.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Construction Manager pursuant to this Section 12.2.

§ 12.2.3 If immediate correction of Work is required for life safety or the protection of property and is performed by Owner or Separate Construction Managers, Construction Manager shall pay to Owner all reasonable costs of correcting the Work.

§ 12.2.4 The Construction Manager shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Construction Manager nor accepted by the Owner.

§ 12.2.5 The Construction Manager shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Construction Managers, whether completed or partially completed, caused by the Construction Manager's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.6 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Construction Manager has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Construction Manager to correct the Work, and has no

relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Construction Manager's liability with respect to the Construction Manager's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 Intentionally Omitted.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 Except for notices required pursuant to Article 14, written notices required under this Agreement may be transmitted by email. Any notices required pursuant to Article 14 shall be sent by registered mail or personal delivery, and shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. No action or failure to act by the Owner, Architect, or Construction Manager shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Construction Manager shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Construction Manager shall give the Owner's Representative and Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Owner's Representative, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Construction Manager to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Construction Manager shall give timely notice to the Owner's Representative and Architect of when and where tests and inspections are to be made so that the Owner's Representative and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Construction Manager's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Construction Manager and promptly delivered to the Owner's Representative and Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest
Intentionally Omitted.

§ 13.6 Amendments
No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

§ 13.7 Publicity
Neither Owner nor Construction Manager shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

§ 13.8 Public Records
Construction Manager acknowledges that Owner 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 Owner receives a demand for the disclosure of any information related to this Agreement which Construction Manager has claimed to be confidential and proprietary, Owner will immediately notify Construction Manager of such demand and Construction Manager shall immediately notify Owner of its intention to seek injunctive relief in a Nevada court for protective order. Construction Manager shall indemnify, defend and hold harmless Owner from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Construction Manager documents in Owner's custody and control in which Construction Manager claims to be confidential and proprietary. For the avoidance of any doubt, Construction Manager hereby acknowledges this Agreement will be publicly posted for approval by Owner's governing body.

§ 13.9 Relationship of the Parties
None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, partner or joint venturer of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this Section.

§ 13.10 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 Owner for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Owner's obligations under it shall be extinguished at the end of any of Owner's fiscal years in which Owner'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. Owner 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 thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Owner of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

§ 13.11 Non-Exclusion
Construction Manager and their subcontractors shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.

§ 13.12 Compliance with Laws
Each party agrees that all actions taken by it under this Agreement will comply in all material respects with all applicable laws, regulations and ordinances (federal, state and local), including the provisions and requirements of the Nevada Open Meeting Law (NRS 241) and the Nevada Public Records Act (NRS 239), and in accordance with methods and procedures that are standard in the industry to perform the services provided hereunder.

§ 13.13 Personnel Onsite
Construction Manager shall abide by the relevant compliance policies of Owner, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, I-66 Policy and Code of Ethics, the relevant portions of which are available to Construction Manager upon request, and Owner's Vaccine Policy, as may be amended from time to time, and must register through Owner's vendor management/credentialing system prior to arriving onsite at any of Owner's facilities. Construction Manager's employees,

agents, subcontractors and/or designees who do not abide by Owner's policies may be barred from physical access to Owner's premises.

§ 13.14 Waiver

Either party's waiver or failure to take action with respect to the other party's failure to comply with any term or provision of this Agreement will not be deemed a waiver of the first party's right to insist on future compliance with such term or provision.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Construction Manager

§ 14.1.1 The Construction Manager may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Construction Manager, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Owner's Representative has not issued a Certificate for Payment and has not notified the Construction Manager of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Construction Manager reasonable evidence as required by Section 2.2.
- **.5** Any other reason permitted by applicable laws.

§ 14.1.2 The Construction Manager may terminate the Contract if, through no act or fault of the Construction Manager, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Construction Manager may, upon seven days' notice to the Owner and Owner's Representative, terminate the Contract and recover from the Owner payment for Work executed prior to termination, including reasonable overhead and profit on such work executed prior to termination, and costs incurred by reason of such termination, including reasonable costs of demobilization and restocking or cancellation of materials.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Construction Manager, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Construction Manager may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.3 Notwithstanding the terms and conditions of this Agreement or other Contract Documents, Owner and Construction Manager agree to follow NRS 624.610 in the Prompt Payment Statute regarding termination or suspension of work.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Construction Manager

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Construction Manager and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- **.4** fails to maintain Bonding, Nevada State Contractor's Board License, Worker's Compensation Insurance, insurance coverage for limits as defined in the contract documents;
- **.5** otherwise is guilty of substantial breach of a provision of the Contract Documents;
- **.6** becomes insolvent or files for relief under the bankruptcy laws of the United States;
- **.7** abandons the Work;
- **.8** persistently or materially fails to comply with applicable safety requirements; or
- **.8** has otherwise materially breached the Contract.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Owner's Representative that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Construction Manager and the Construction Manager's surety, if any, seven (7) days' notice, terminate employment of the Construction Manager and may, subject to any prior rights of the surety:

- **.1** Exclude the Construction Manager from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Construction Manager;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Construction Manager, the Owner shall furnish to the Construction Manager a detailed accounting of the costs incurred by the Owner in finishing the Work. If the costs of finishing the work, including expenses made necessary thereby, exceed the Contract amount, Construction Manager shall pay the difference to Owner. The amount to be paid to Owner shall survive Termination of the Contract.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Construction Manager shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's Representative's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Construction Manager. If such costs and damages exceed the unpaid balance, the Construction Manager shall pay the difference to the Owner. The amount to be paid to the Construction Manager or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Construction Manager in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Construction Manager is responsible; or

.2 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.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Construction Manager shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders for materials or services.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Construction Manager for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts as set forth in the Agreement.

§ 14.4.4 Term of Contract

The Term of this Contract will commence on the last signature date below and continue for _____ or until terminated pursuant to the Contract, whichever occurs first.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Construction Manager arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims
The Owner and Construction Manager shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Construction Manager, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Owner's Representative and/or Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Construction Manager, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Construction Manager shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Owner's Representative and Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost
If the Construction Manager wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Construction Manager wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Construction Manager's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages
The Construction Manager and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Construction Manager for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision

Maker for initial decision. Owner's Representative will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Construction Manager and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Owner's Representative and Architect, if the Owner's Representative and Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Construction Manager, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Construction Manager's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. Either Owner or Construction Manager 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 Construction Manager is the initiating party, a copy of Construction Manager's documents generated in preparation or determination of prices included in the bid as required by NRS 338.140(1)(d);
G. If Construction Manager is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by Construction Manager that it agrees with the merits and the amount of the claim;

H. If Construction Manager submits a total cost or modified cost claim, dispute or controversy then Construction Manager 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 Construction Manager was not responsible for the added expenses; and 5) that Owner, and not anyone else, is responsible for the additional cost; and

I. If Construction Manager 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 Construction Manager is the initiating party of the claim, dispute or controversy, Construction Manager shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of Construction Manager's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which Construction Manager believes Owner is liable.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The parties and the mediator shall agree on the date of the mediation and time of the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 90 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. Construction Manager 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.

§ 15.3.5 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.

§ 15.3.6 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.

§ 15.3.7 The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a Confidentiality Agreement prior to the commencement of the mediation proceeding. 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 Construction Manager, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.

§ 15.3.8 The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.

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.

§ 15.3.9 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in a County owned facility where the Project is located, unless another location is mutually agreed upon. Owner and Construction Manager 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 Construction Manager shall be entitled to an award of interest. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.10 The mediation shall be terminated:

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.

§ 15.3.11 At all times while the informal negotiations or mediation action is pending, Construction Manager 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 **§ 14** of this Contract, or otherwise mutually agreed upon in writing by the parties.

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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User Notes: (1230129970)

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: 28

Corporate/Business Entity Name:	Brad Henry Friedmutter & Assoc., LTD.	
(Include d.b.a., if applicable)	Friedmutter Group	
Street Address:	4022 Dean Martin Dr.	**Website:** www.fqlv.com
City, State and Zip Code:	Las Vegas, Nevada 89103	**POC Name:** Campbell Reynolds **Email:** campbell@fqlv.com
Telephone No:	702-736-7477	**Fax No:** N/A
Nevada Local Street Address: **(If different from above)**	N/A-Please see above	**Website:**
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)
Brad Henry Friedmutter	Founder & CEO	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.

* _____ Brad Friedmutter
Signature — Print Name

Founder & CEO — 3.3.2022
Title — Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Services Agreement with EV&A Architects to support Trauma Feasibility Study**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Services Agreement, and exercise any extension options with EV&A Architects for Architectural Design and Engineering Services to support UMC's Trauma Feasibility Study Project; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5430.011
Fund Center: 3000999901
Description: Architectural Design and Engineering Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 4/1/2022 – 3/31/2023
Amount: NTE $104,820.00
Out Clause: Budget fiscal fund out

Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

This request is to enter into a new Professional Services Agreement for Architectural Design and Engineering Services with EV&A Architects ("Provider") to perform a feasibility study for the existing Trauma building. Provider will provide services to include Field Investigation, Architecture, Structural, Mechanical, Electrical, & Plumbing Engineering support culminating in a final report and/or drawings.

UMC's Director of Facilities Maintenance has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Provider currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 23, 2022 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
March 30, 2022

Agenda Item #
13

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SERVICES AGREEMENT

This Services Agreement, consisting of these terms and conditions, Exhibit A and B (collectively, the **"Agreement**"), is entered into by and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**HOSPITAL**") and EV&A Architects **COMPANY**"). HOSPITAL and COMPANY are individually referred to herein as a "**Party**" and collectively as the "**Parties**." This Agreement sets forth the terms and conditions upon which COMPANY will provide services as set forth in Exhibit A (the "**Scope of Work**") for HOSPITAL's Trauma Feasibility Study project (the "**Project**"). Any additional or conflicting terms and conditions appearing on a quotation, proposal or any other document will not be binding upon the Parties.

Signatures: By executing this Agreement, each signatory represents and warrants that such person has read, understood and is duly authorized to execute this Agreement on behalf of the respective party.

HOSPITAL:

By:_____ _____
MASON VAN HOUWELING DATE
Chief Executive Officer
Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102

COMPANY:

By:_____ _____
NAME DATE
Title:
Address:

Terms and Conditions

1. **TERM.** The term of this Agreement shall commence on the date of last signature by the Parties below (the "**Effective Date**") and shall continue for a term of one year or Project completion, whichever occurs sooner (the "**Term**").
2. **COMPENSATION.** HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of $104,820.00. Payment of invoices will be made within forty-five (45) calendar days after completion of PROJECT and receipt of an accurate invoice that has been reviewed and approved by HOSPITAL. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
3. **RESPONSIBILITY OF COMPANY**. COMPANY will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non- Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment) and HOSPITAL's Vaccine Policy, as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose. It shall be the duty of COMPANY 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. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products. COMPANY shall take all reasonable precautions for the safety of all personnel on-site employees on the Project and all other persons who may be affected thereby. COMPANY shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Project, COMPANY shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Project and before final payment is made, COMPANY shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the Project to the satisfaction of HOSPITAL in accordance with all applicable federal, state, and local laws, ordinances and codes. COMPANY shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the foregoing, HOSPITAL may satisfy the requirements of this Section at COMPANY's expense.
4. **SUBCONTRACTS**. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
5. **EQUIPMENT AND MATERIALS**. COMPANY at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Project in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, HOSPITAL shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by COMPANY or its subcontractors, even if such Equipment is furnished, rented or loaned to COMPANY or its subcontractors by HOSPITAL.
6. **TIME SCHEDULE**. Time is of the essence of this Agreement. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval. In the event that COMPANY fails to complete the PROJECT within the time specified in the Agreement, or with such additional time(s) as may be granted in writing by HOSPITAL or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Agreement or

any extensions thereof, COMPANY shall pay to HOSPITAL as liquidated damages the sum of **$100.00** for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by HOSPITAL in completing the work.

7. **TERMINATION**. This Agreement will terminate automatically if all or a substantial portion of COMPANY's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against COMPANY for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days, or COMPANY is adjudged bankrupt. This Agreement may also be terminated in whole or in part by HOSPITAL at any time for its convenience.
8. **BUDGET ACT/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 HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL'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. HOSPITAL 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 HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
9. **INSURANCE**. COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.
10. **NOTICES**. Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, or return receipt requested, at the addresses listed on page 1 of this agreement.
11. **INDEMNITY.** COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.
12. **GOVERNING LAW/VENUE.** Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Clark County, Nevada.
13. **PUBLIC RECORDS.** COMPANY acknowledges that HOSPITAL 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 records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.
14. **PROHIBITION AGAINST ISRAEL BOYCOTT.** In accordance with Nevada Revised Statute 332.065, COMPANY certifies 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.
15. **MISCELLANEOUS**. COMPANY acknowledges that the HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY 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 gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of the Agreement, terminate the Agreement, and designate COMPANY as non-responsible. Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void. COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement. All work performed or services rendered by COMPANY shall 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. Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party. COMPANY warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement. COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

EXHIBIT A

SCOPE OF WORK

The scope consists of a feasibility study to add a third elevator to the existing Trauma Building. The study is to determine the new locations for the displaced rooms to allow for new elevator installation.

Below is a list of tasks required for the study including description of the rooms affected by the proposed elevator addition:

- Study to assist UMC in determining the overall effects of new Elevator to Levels 1 – 5
- Location of the new Elevator on the 1st floor is to be adjacent to the Electrical Room
- Elevator to service only the 1st, 4th and 5th Floors
- Removal of Spaces to accommodate the elevator as follows:
    1. Level One – Office Room
    2. Level Two – Electrical Room
    3. Level Three – Restrooms
    4. Level Four – Telephone Room
    5. Level Five – Restrooms
    6. Mechanical Penthouse – Chiller
- Determine Location of new Electrical Room displaced from the 2nd level
- Determine Location of NewTelephone Room displaced from the 4th level
- Study to determine if relocation of restrooms at 3rd and 5th levels will be required by code
- Site visits to determine existing conditions of the spaces and of the Mechanical, Plumbing, and Electrical systems
- Review existing structural, mechanical, electrical, plumbing and low voltage systems building wide to determine extent of the replacement based on the relocation of base building electrical and telephone rooms.

Prepare a report and/or drawings presenting the findings and recommendations based on site visits from Architect, Structural, Mechanical, Plumbing, Electrical engineers as well as Elevator Consultant and Life Safety Consultant

EXHIBIT B
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format attached, for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** of the Effective Date. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.

B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.

D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL 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. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph 4 of this Exhibit, COMPANY 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. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a 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.

H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, 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-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.

L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.

N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center of Southern Nevada, Attention: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

P. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)

5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, 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-616D

7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)

8. Description: Name of Project (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Legal Department
   1800 W. Charleston Blvd.
   Las Vegas, Nevada 89102

10. Appointed Agent Signature to include license number and issuing state.

11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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

1. INSURANCE BROKER'S NAME
ADDRESS

CONTACT NAME:

PHONE (A/C No. Ext): BROKER'S PHONE NUMBER

FAX (A/C No.) BROKER'S FAX NUMBER

E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

2. //TYPE//'S NAME
ADDRESS
PHONE & FAX NUMBERS

3.

COMPANY'S BEST KEY RATING

COVERAGES **CERTIFICATE NUMBER:** **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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	$(D)	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$(E)	50,000
	CLAIMS-MADE X OCCUR.						MED EXP (Any one person)	$(F)	5,000
							PERSONAL & ADV INJURY	$(G)	1,000,000
							GENERAL AGGREGATE	$(H)	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$(I)	2,000,000
	POLICY X PROJECT LOC						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	$(M)	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	HIRED AUTOS							$	
	NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	X					WC STATU-TORY LIMITS OTHER	$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$	
							E.L. DISEASE – E.A. EMPLOYEE	$	
							E.L. DISEASE – POLICY LIMIT	$	
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	$(Q)	1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	$(U)	300,000

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Trauma Feasibility Study

9. CERTIFICATE HOLDER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CONTRACT NAME: Trauma Feasibility Study

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

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 S Corp

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: 17

Corporate/Business Entity Name:	Ed Vance and Associates Architects	
(Include d.b.a., if applicable)		
Street Address:	1160 N. Town Center Dr., Ste 170	**Website:** edvanceassociates.com
City, State and Zip Code:	Las Vegas, NV 89144	**POC Name:** Kellie Wanbaugh **Email:** kwanbaugh@edvanceassociates.com
Telephone No:	702-946-8195	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
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)

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

Kellie Wanbaugh
Print Name

Vice President-Interiors
Title

3/8/22
Date

REVISED 7/25/2014

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
Edward Vance,Founder/CEO	N/A	N/A	N/A
Matthew Burns,EVP	N/A	N/A	N/A
Kellie Wanbaugh,VP	N/A	N/A	N/A
Kurt Walden, VP	N/A	N/A	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

Kellie Wanbaugh, VP-Interiors
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Award of Bid No. 2021-07 South Tower and Round Wing Cast Iron Piping Replacement to Monument Construction**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board award Bid No. 2021-07 South Tower and Round Wing Cast Iron Piping Replacement to Monument Construction, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to sign Bid No. 2021-07 and exercise any extension options; 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 2021-07, South Tower and Round Wing Cast Iron Piping Replacement
Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385
Term: 24 weeks from Notice to Proceed
Amount: NTE $3,039,457.23
Out Clause: Immediate w/o Cause, Budget Act and Fiscal Fund Out

BACKGROUND:

On December 19, 2021, Bid No. 2021-07 was published in the *Las Vegas Review-Journal.* This project entails plumbing work in UMC's Round Building and South Tower to include, among other things, removal and replacement of existing waste, vent cast iron piping lines with cast iron piping and associated fittings. On Tuesday, February 8, 2022, UMC received responses from:

Bids Received	Total Base Bid Amount
Monument Construction	$3,039,457.23
Cobblestone Construction	$3,239,760.00

Both 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.

All of the above bids were received and opened on February 8, 2022. The apparent low bid of $3,039,457.23

Cleared for Agenda
March 30, 2022

Agenda Item #
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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.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 23, 2022 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA
INVITATION TO BID

BID NO. 2021-07
South Tower and Round West Wing
Cast Iron Piping Replacement

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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.
  - ❑ 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)**.
  - ❑ 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.**

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 NEVDADA

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**).
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- ❑ 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

INVITATION TO BID

BID NO. 2021-07
South Tower and Round Wing Cast Iron Piping Replacement

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2022-150

SCOPE OF WORK: Removal and replacement of existing waste, vent cast iron piping lines with PVC material.

ESTIMATED COST: $3,100,000

A **MANDATORY** Pre-Bid Conference will be held on **Tuesday, December 28, 2021** at **10:00 a.m.** in the Ambulatory Conference Room located in the Delta Point building at 901 Rancho Lane, Suite 265, Las Vegas, NV 89106.

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, OWNER on **Monday, December 20, 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 OWNER.**

All questions/requests for clarification related to this Bid must be received in writing by Frances Heiy (contractspecialist@umcsn.com) no later than **5:00:00 p.m. on Wednesday, January 12, 2022**. OWNER will issue any necessary Addenda by close of business **Monday, January 24, 2022.**

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 **Tuesday, February 08, 2022** at **2:00:00 p.m.,** based on the time clock at the OWNER'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 is listed under the Event Details tab in NGEM.

PUBLISHED:
Las Vegas Review-Journal
12-19-2021

INSTRUCTIONS TO BIDDERS

BID NO. 2021-03
South Tower and Round Wing Cast Iron Piping Replacement

1. PROJECT SCOPE OF WORK

Removal and replacement of existing waste, vent cast iron piping lines with PVC material. For full details, see Exhibit A, Scope of Work.

2. PRE-BID AND BID OPENING DATES

MANDATORY Pre-Bid Meeting and Site Walk –**Tuesday, December, 28, 2021** at **10:00 a.m.**, Ambulatory Conference Room (located in Suite 265 of the Delta Point Building)

Bid Opening – **Tuesday, February 08,** at **2:00:00 p.m**.

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 (contractspecialist@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.

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	**U.S. MAIL DELIVERY**	**EXPRESS DELIVERY**
Att: Contracts Management	UMC Att: Contract Mgmnt	Att: Contracts Management
901 Rancho Lane, Suite 265	1800 W Charleston Blvd	901 Rancho Lane, Suite 265
Las Vegas, NV 89106	Las Vegas, NV 89102	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
contractspecialist@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
contractspecialist@umcsn.com
*reference above note

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. COVENANTS

SUCCESSFUL BIDDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUCCESSFUL BIDDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20. 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.

21. 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 inquirers, 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.

22. 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. 2021-03
South Tower and Round Wing Cast Iron Piping Replacement

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 168 calendar days 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** 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.

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.

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.

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.

   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.

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 contractspecialist@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).

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.

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.

   c. 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.

   d. OWNER reserves the right to request copies of any invoice(s), including those from the originating supplier(s), Subcontractor(s), or manufacturer(s).

   e. 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.

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:

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. 2021-03
South Tower and Round Wing Cast Iron Piping Replacement

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. 2021-07

Project Name: South Tower and Round Wing Cast Iron Piping Replacement
Project Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102
Project Location: South Tower and Round Wing

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

1.0 Scope

The proposed improvement is officially known as **"South Tower and Round "West" Wing cast iron piping replacement"** which consists of removal and replacement of existing waste, vent cast iron piping lines with PVC material. These lines are serving areas of the 1st, 2nd, 3rd and roof levels of South Tower and Round "West" Wing from point of connection at main waste water riser locations at slab level of the 1st floor and up to point of connections for toilets, floor sinks/drains, wall mounted/cabinet sinks, showers and equipment to roof level or above to meet current code requirements for plumbing venting. Toilet carriers/closet flanges to be replaced with new at current existing locations. Underground/under slab main lines will be snaked/augured using appropriate sized head and verified clear using a camera system from 1st floor slab connection points, to point of connection of onsite sewer. Camera footage confirming this auguring work will be required and reviewed prior to any final acceptance. All new piping shall be properly supported to code/ manufacturer's requirements. All new plastic pipe used as waste or "wet" pipe will be wrapped with sound insulation. Refer to attached sketches for areas of work.

In areas where fixtures have been previously removed or otherwise abandoned, the waste line and associated venting will be completely removed from within the wall to its connection points including associated fittings. Floor/ceiling and wall penetrations in these abandoned piping areas will be sealed to meet current fire and/or smoke resistive rating.

The work includes all removal and re-installation of affected building components and finishes to access piping concealed inside of walls or ceilings. Ceiling, cabinets, tile/wall coverings are to be removed, re-installed and restored as necessary. Sealing of all floor-to-floor piping penetrations shall be accomplished by successful bidder using SpecSeal® SSC Firestop Collars (UL listed) or approved equal, installed per manufacturer's specifications to meet current fire rating requirements. Sealing of all through wall penetrations of smoke/fire compartment assemblies will be provided/performed by successful bidder according to UL penetration details appropriate for wall type and piping/penetration type. UL details shall be submitted for review by Engineering Department representative. All floor penetrations will be sealed top and bottom to resist water/ smoke infiltration from floor to floor.

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 active area of work 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 additional requirements. This work will all take place in either a Level III or Level IV as identified in the Infection Control Risk Assessment for Construction

(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.

3.0 Definitions and Applicable Documents:

3.1 Applicable Documents

3.1.1 Nevada Revised Statutes, Chapter 338 – Public Works

3.1.2 Nevada Revised Statutes, Chapter 624 – Contractors

4.0 License(s)

4.1 General Contractors shall possess a valid "B – General Building" license, in accordance with NRS, Chapter 624.

4.2 All subcontractors shall possess the appropriate valid specialty license(s), in accordance with NRS, Chapter 624.

5.0 Contractor's Responsibilities

5.1 Performance

5.1.1 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.

5.1.2 Contractor will furnish and install proper floor and wall protection for existing finishes.

5.1.3 Contractor will provide a dumpster for projects determined to generate more than 3 yards of refuse.

5.1.4 Contractor is responsible for all area containment, and negative air filtration systems (if required) for the scope of work.

5.1.5 All workers assigned to work at UMC must provide proof of negative TB testing results. 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.

5.1.6 Contractor will provide a copy of their current Safety Manual to UMC Safety Department.

5.1.7 Contractor will follow and be compliant with Infection Control permit requirements.

5.1.8 Contractor will follow and be compliant with any Interim Life Safety Management plans when deemed necessary.

5.1.9 Contractor will secure all HVAC ducting when performance of work creates dust or smoke particulates as necessary to prevent contamination of existing duct systems.

5.1.10 All personnel must wear a badge issued by the Engineering Department/Plant Operations at all times while on campus.

5.1.11 Provide all management, supervision, labor, material, tools, equipment and disposal containers to complete the entire project.

5.1.12 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.

5.1.13 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.

5.2 Includes:

5.2.1 Obtain any required permits and pay all applicable fees.

5.2.2 Hot work permits issued at the Engineering Department are required when cutting or grinding, or when performing any work that requires an open flame.

5.2.3 Construction waste to be contained within the construction area until transport.

5.2.4 Construction waste will be transported in covered containers through the facility.

5.2.5 Secure/cover fire alarm smoke detectors in area of construction to avoid false alarms.

5.2.6 All work to take place during hours of (7 a.m. - 4 p.m.) Monday – Saturday.

5.2.7 Responsible for the replacement, patching or repair of any of the building materials or adjacent surfaces damaged while performing scope of work.

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

5.2.9 Costs associated with any required third-party inspections.

5.3 Excludes:

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

5.3.2 Site security during work.

6.0 Materials

6.1 Provided by Owner – N/A

6.2 Provided by Contractor

6.2.1 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.

7.0 Clarifications

7.1 Schedule:

7.1.1 All work to take place during hours of (7 a.m. – 4 p.m.), Monday – Saturday, unless otherwise agreed upon by both parties.

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

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

7.1.4 All project work shall be completed no later than twenty-four (24) weeks from issuance of Notice to Proceed.

7.2 Access:

7.2.1 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.

7.3 Acceptance:

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

8.0 Owner's Responsibilities

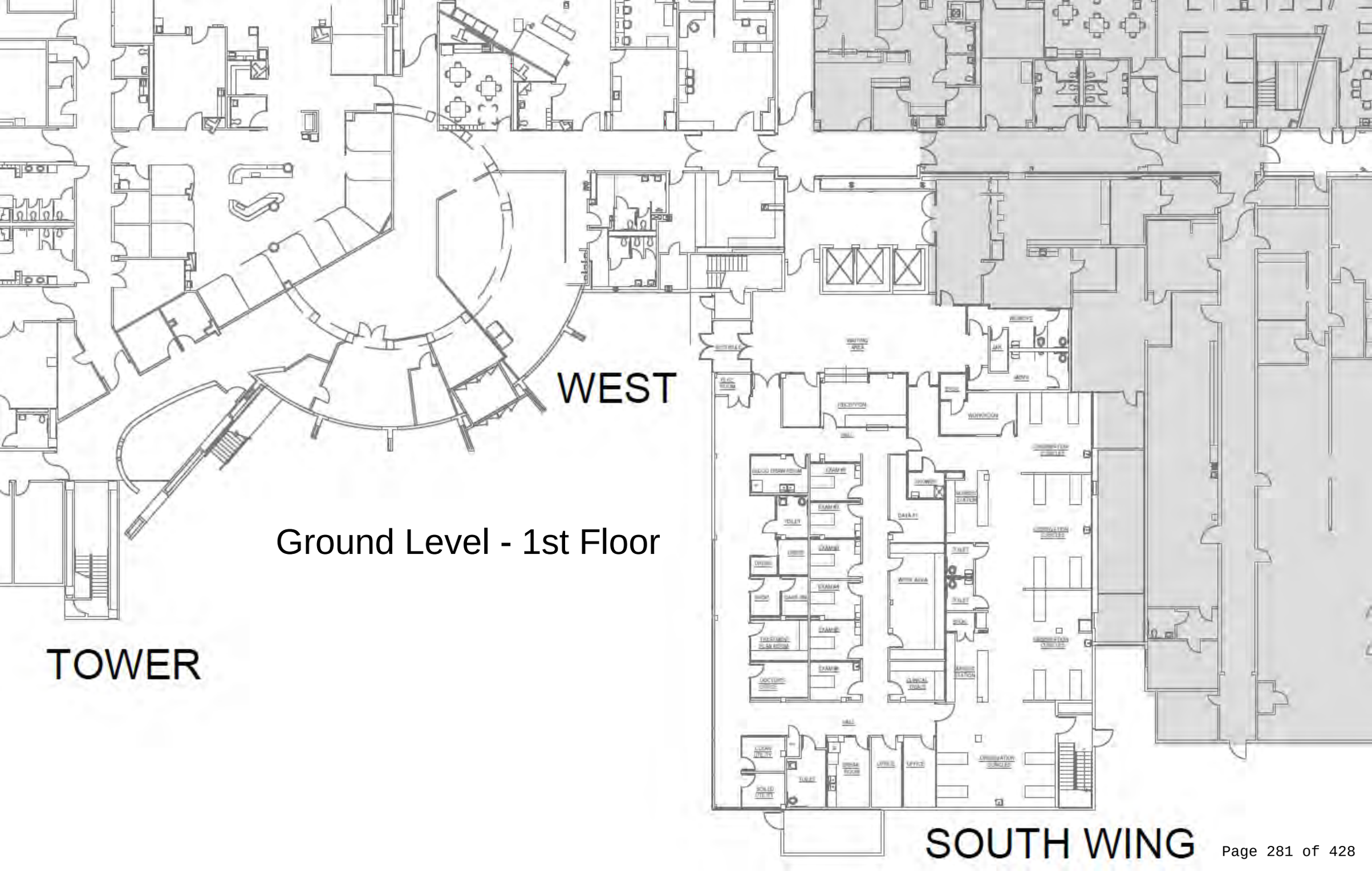
8.1 Disposal:

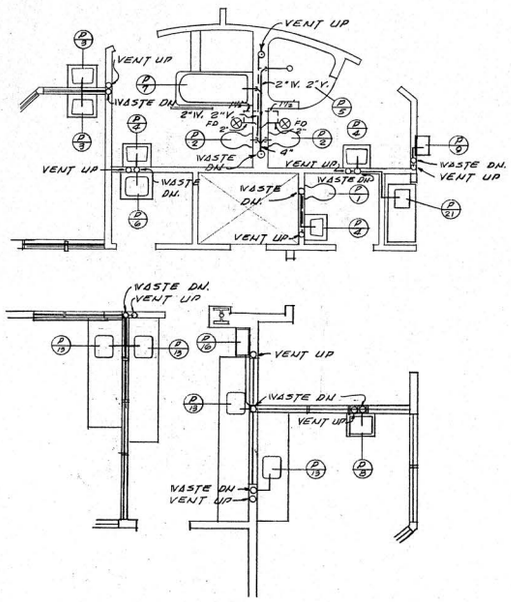
8.1.1 Provide a staging area for disposal dumpster. Contractor shall secure the dumpster during non-working hours. Owner is not responsible if/when the dumpster is used by any other parties other than the contactor.

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

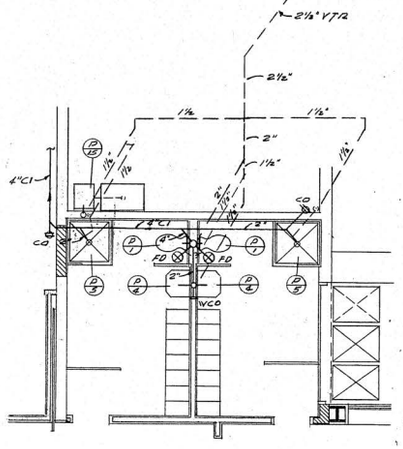
The above-referenced documents are incorporated herein by reference, and the specifications contained therein must be met by the lowest responsive and responsible bidder.

Drawings

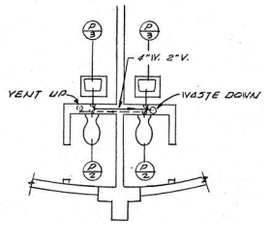

WEST
Ground Level - 1st Floor
TOWER
SOUTH WING



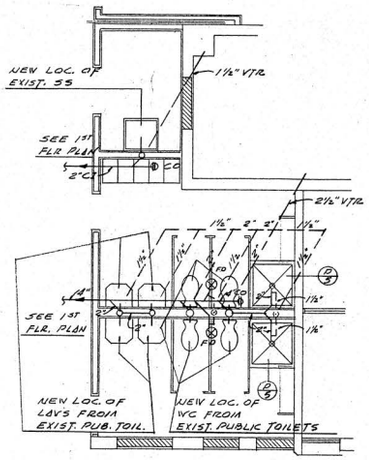
PB/1 CORE TOILETS (2ND & 3RD FLR)



PB/2 HELP TOILET



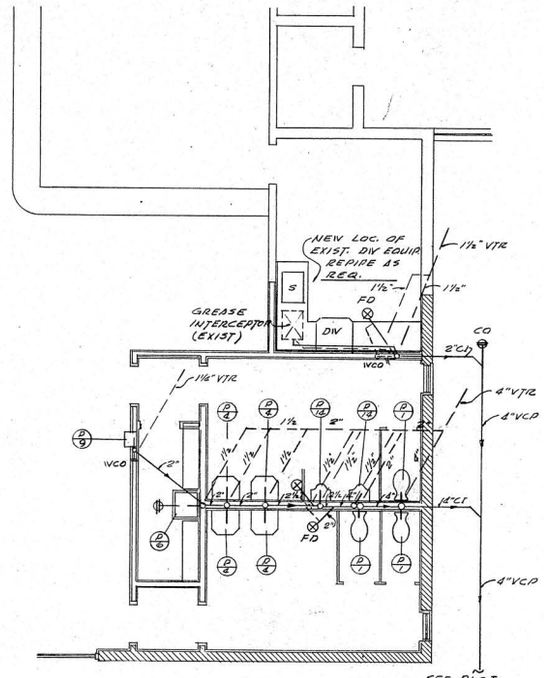
PB/3 BED ROOM TOILET



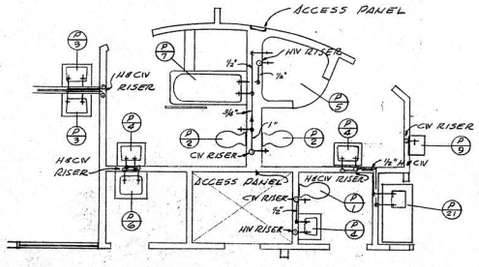
PB/4 HELP TOILET

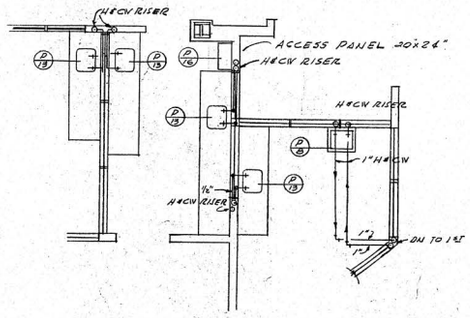
SOIL PIPING AT TOILETS

SCALE ¼" = 1'-0"

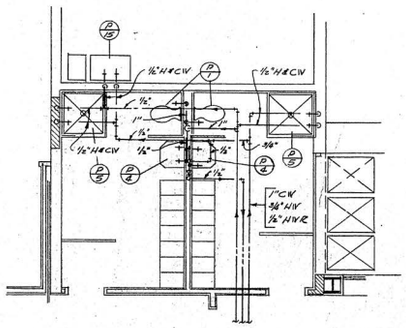


PB/5 PUBLIC TOILET

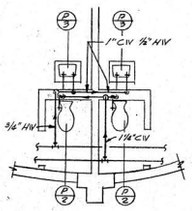




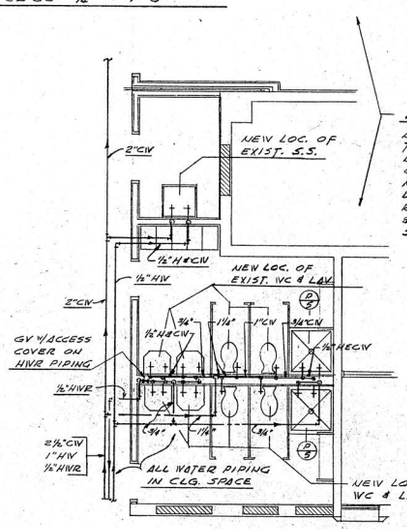
PB/6 CORE TOILETS (2ND & 3RD)



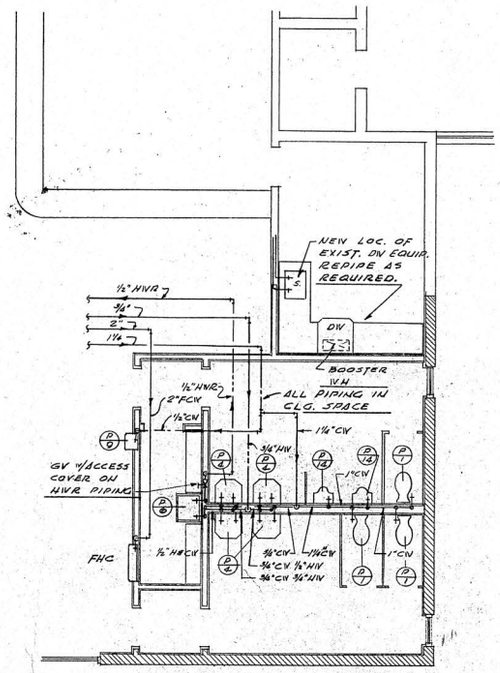
PB/7 HELP TOILET



PB/8 BED ROOM TOILET



PB/9 HELP TOILET



PB/10 PUBLIC TOILET

WATER PIPING AT TOILETS

SCALE ¼" = 1'-0"

PROJECT 21 5-14-62

MECH. ENGR. - THOS. E. TAUEY
LAS VEGAS, NEVADA
DW. 2, 9131

JACK KNIGHTON AND MOFFITT IN ASSOCIATION WITH HENDRICKS

ARCHITECTS

SOIL & WATER DETAILS

ADDITIONS & ALTERATIONS TO SOUTHERN NEVADA MEMORIAL HOSPITAL

1900 W. CHARLESTON BLVD., LAS VEGAS, NEVADA

SHEET P-3 OF 13

PLUMBING FIXTURES

(P) WATER CLOSET - AM. STD. NO. F-2495

(PB) WATER CLOSET - AM. STD. NO. HF 13407 W/BED PAN CLEANSER.

(PC) LAVATORY - AM. STD. NO. HF 92172 W/6" ELBOW ACTION BLADES.

(PD) LAVATORY - AM. STD. NO. F331-40

(PE) SHOWER TRIM - POWERS REGULATOR CO. TYPE HC-10 TOS VALVE, SLOAN AC-10 HEAD, J.R. SMITH FIG. 100-2 DRAIN.

(PF) SERVICE SINK - AM. STD. NO. P7705-1 W/RIM GUARD.

(PG) BATH TUB - AM. STD. NO. HP 13147 W/ALL TRIM.

(PH) CLINIC SINK - AM. STD. NO. HF 13506 W/CARRIER NO. Z-1218.

(PJ) DRINKING FOUNTAIN - AM. STD. NO. FB310.

(PK) DRINKING FOUNTAIN - LARCO- CENTURY NO. WA-16, 1/2 H.P. 120 VOLT 1 PH. 60 CYC.

(PL) NURSES KITCHEN SINK - AM. STD. NO. P7015-11, SIZE 32"X 21".

(PM) SCRUB-UP SINK - AM. STD. NO. HF 12046K W/CARRIER NO. 14.

(PN) UTILITY SINKS - JUST LINE NO. S-1821B W/AM. STD. TRIM NO. N4011 SUPPLY, R4535 DRAIN, R7000-45 PTRAP, R2600 STOP & TUBING.

(PP) URINALS - AM. STD. NO. F6200-1, W/SLOAN NO. 186 VALVE

(PQ) PLASTER WORK SINK - AM. STD. NO. HF 12346NA

(PR) BEDPAN WASH & STERILIZER - AM. STD. NO. HM 13905, FOR WATER & STEAM.

(PS) DISPOSAL UNIT - (SEE KITCHEN EQUIPMENT SCHEDULE)

(PT) DISPOSAL UNIT - (DITTO)

(PU) DISPOSAL UNIT - (DITTO)

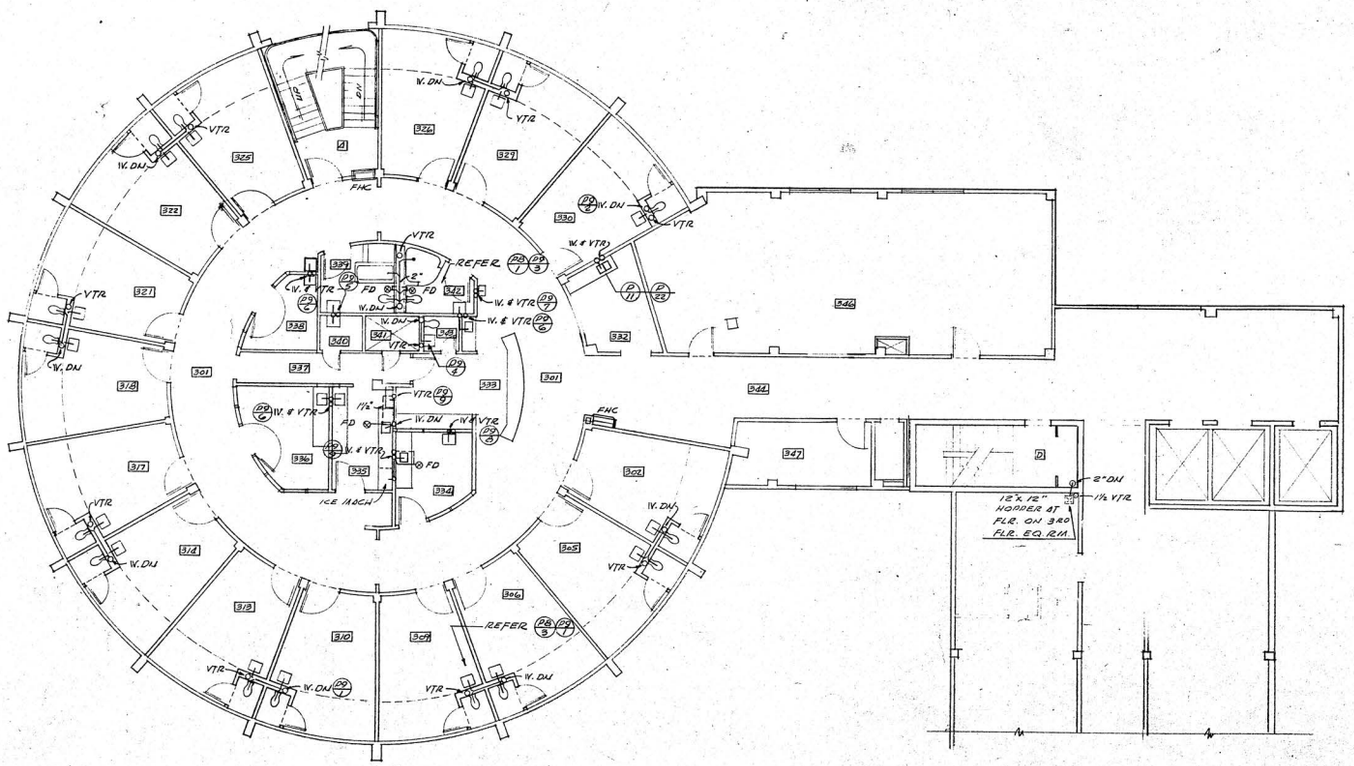
(PV) DISPOSAL UNIT - (DITTO)

(PW) NURSES SERVICE UNIT - (SEE ARCH. DRWGS)

(PX) DISPOSAL UNIT - AM. STD. NO. AS 95 BD, 1/3 H.P. 120 VOLT 1 PH. 60 CYC.

NOTE

(1) REUSE THOSE FIXTURES SO INDICATED. FIXTURES NOT USABLE AS DESIGNATED BY ARCHITECT, AFTER REMOVAL, SHALL BE STORED AT A LOCATION ON PROPERTY OF OWNER, OR AS DIRECTED.



SOIL PIPING PLAN
2ND OR 3RD FLOOR (TYP.)
SCALE 1/8" = 1'-0"

JACK KNIGHTON MOFFITT AND HENRICKS IN ASSOCIATION WITH AIA ARCHITECTS

PROJECT 121 5-14-62

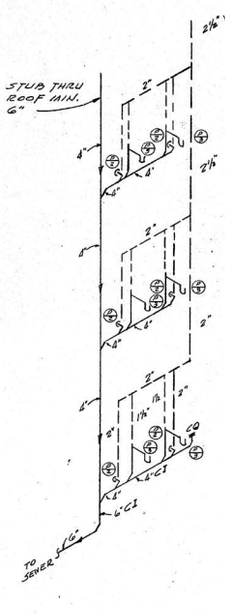
MECH. ENGR. - THOS. E. TAVEY LAS VEGAS, NEVADA OL. 2-9131

SOIL PIPING 3RD FLOOR

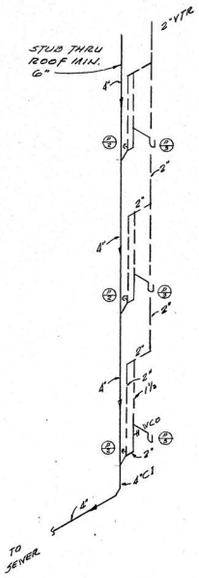
ADDITIONS & ALTERATIONS TO SOUTHERN NEVADA MEMORIAL HOSPITAL

1800 W. CHARLESTON BLVD., LAS VEGAS, NEVADA

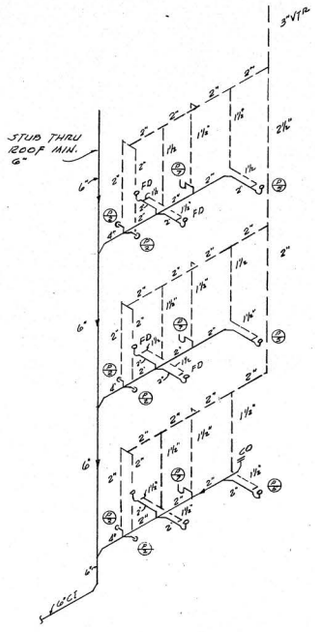
SHEET 122 OF 173



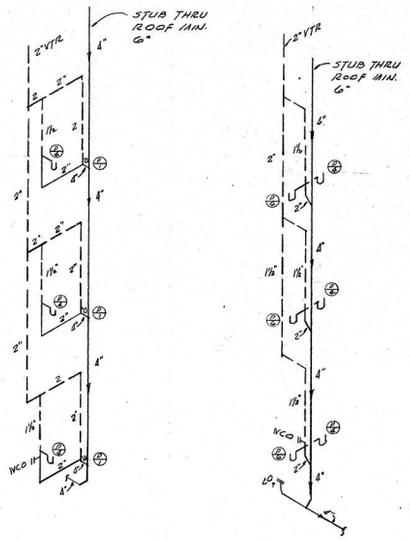
BACK TO BACK BED ROOM TOILETS
PD/1



SINGLE TOILET AT BED ROOM
PD/2



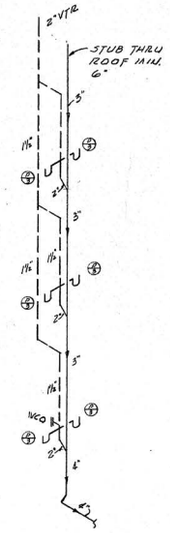
CORE BACK TO BACK TOILETS
PD/3



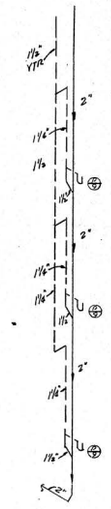
SOIL PIPING RISERS
NO SCALE

SINGLE TOILET AT CORE
PD/4

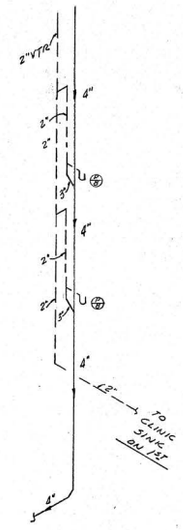
BACK TO BACK SERVICE SINK & LAV
PD/5



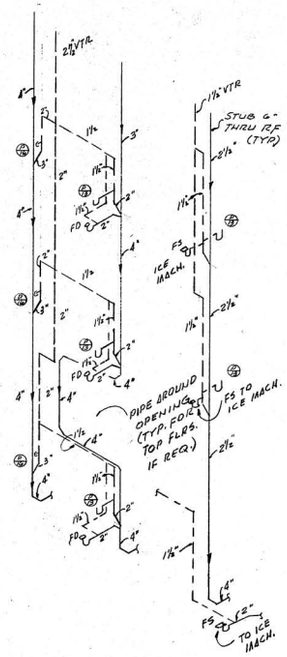
BACK TO BACK LAV & LAV OR LAV & SINK OR SINK & SINK
PD/6



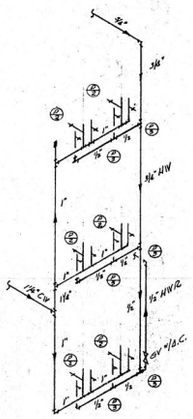
DRINKING FOUNTAINS
PD/7

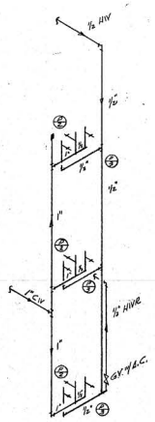


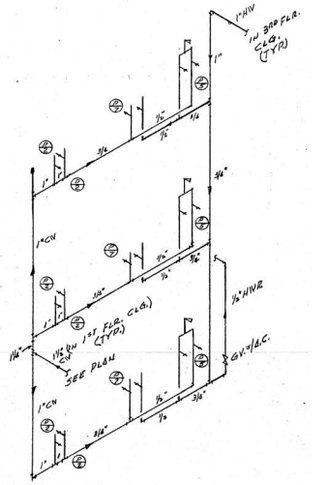
CLINICAL SINKS
PD/8

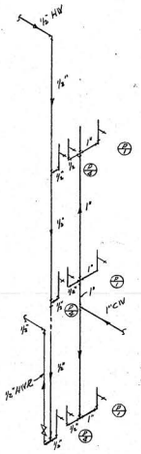


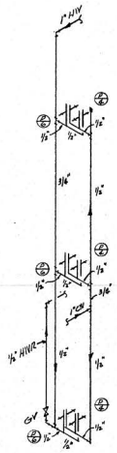
UTILITY ROOMS
PD/9

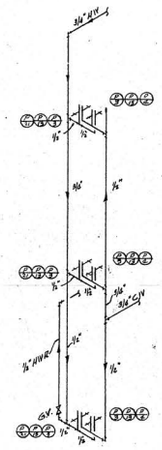


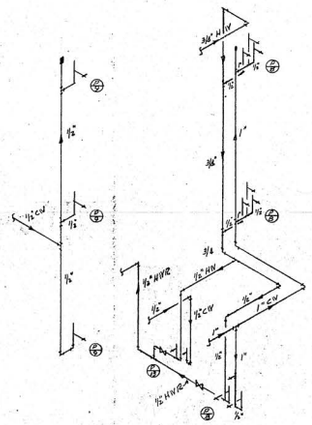


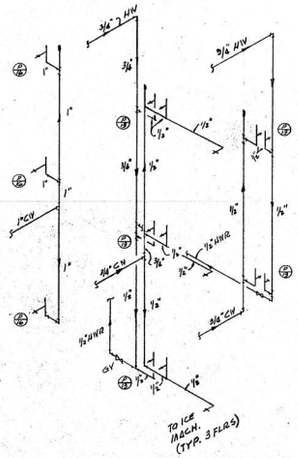












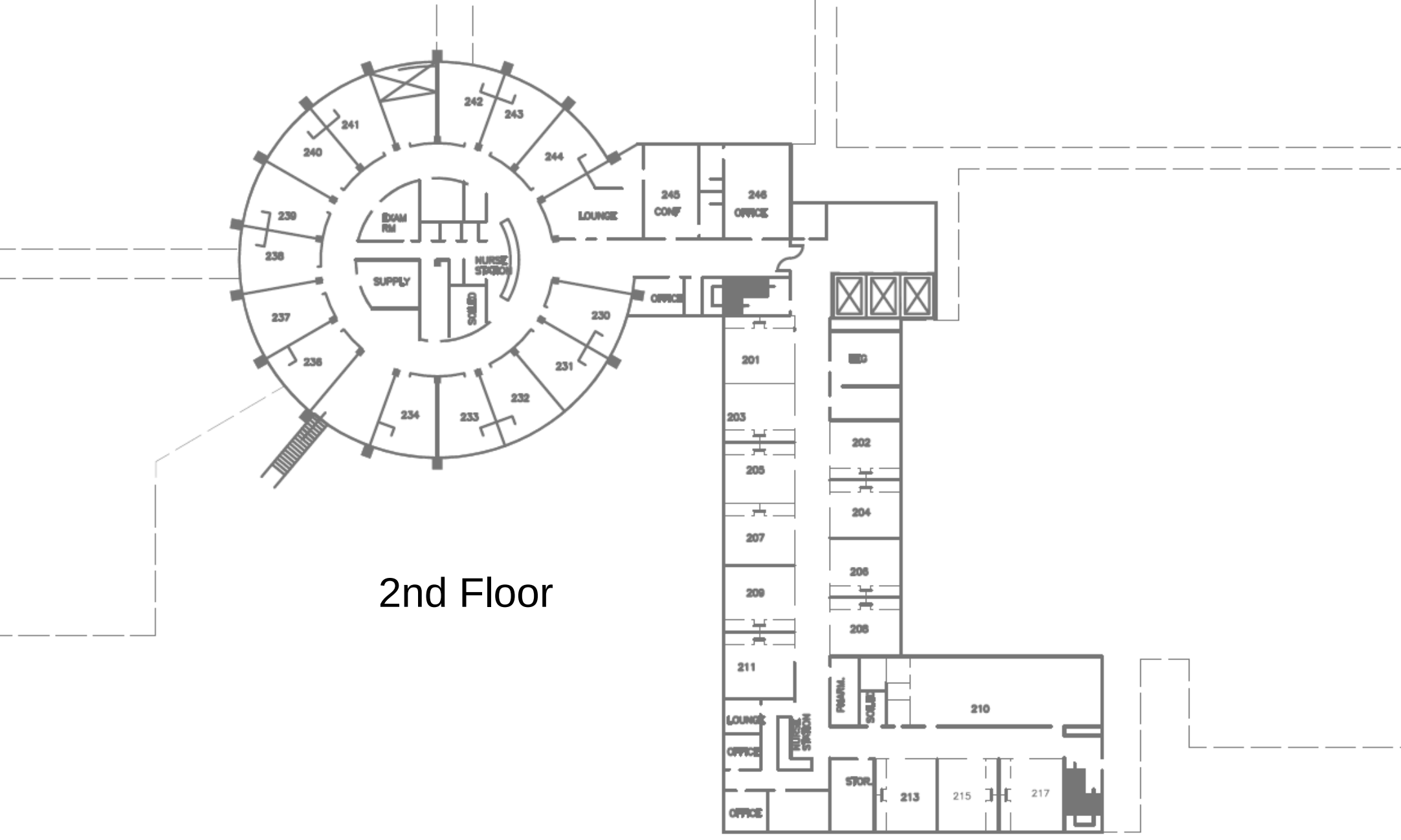
WATER PIPING RISERS
NO SCALE

PROJECT 21 5-14-62
MECH. ENGR.- THOS. E. TINNEY
LAS VEGAS, NEVADA
DW. 2-9131

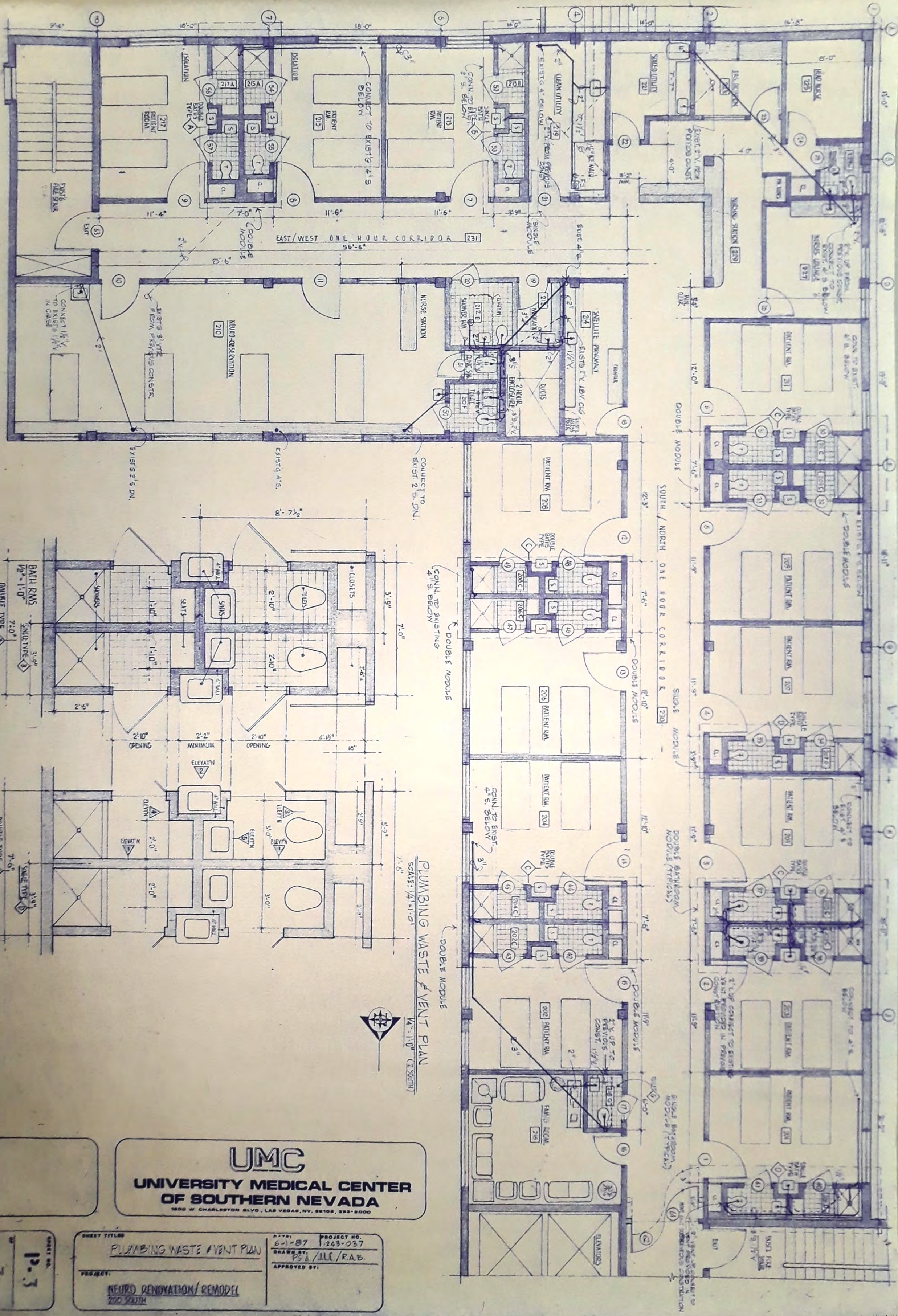
JACK KNIGHTON
MOFFITT
IN ASSOCIATION WITH:
HENDRICKS
AND
ARCHITECTS

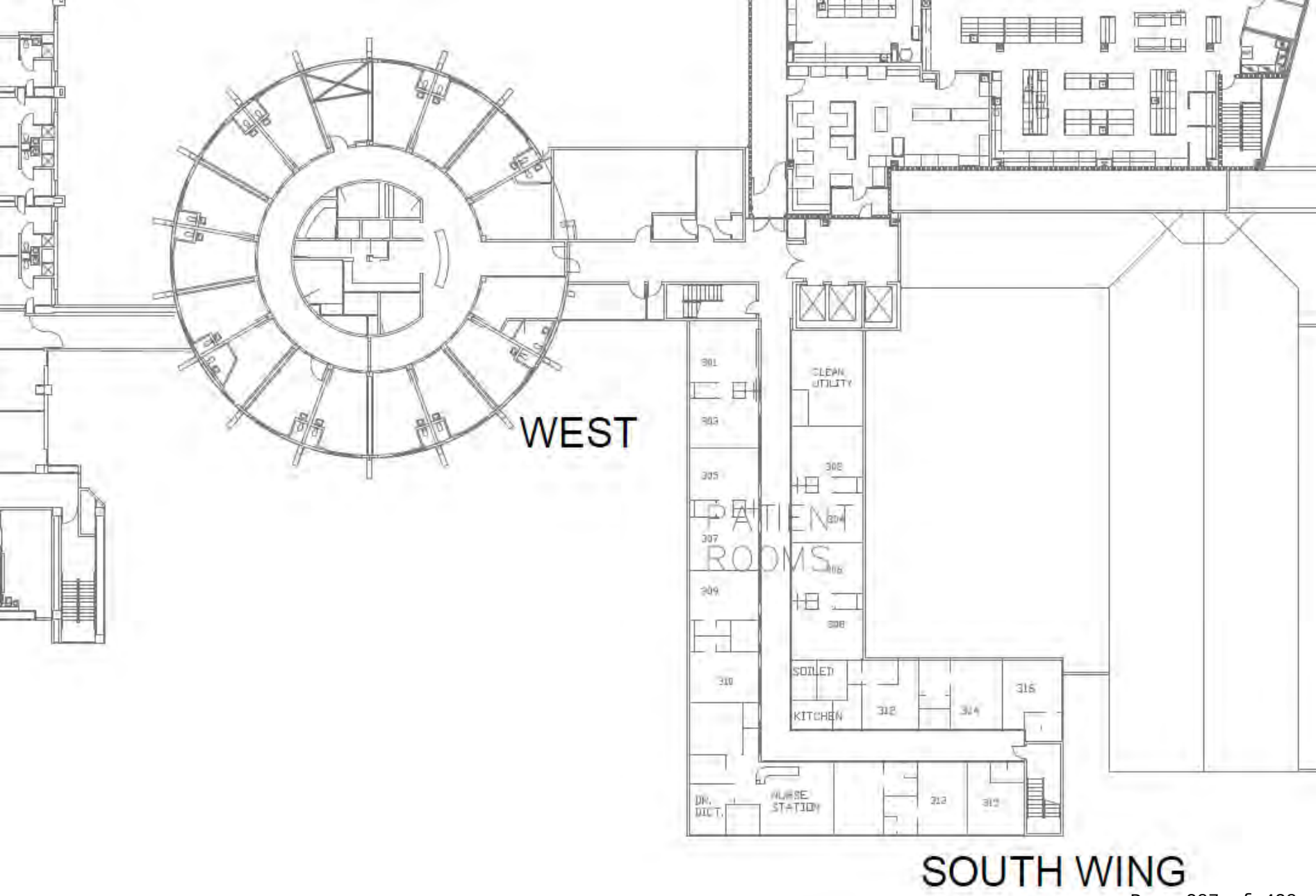
SOIL & WATER DETAILS
ADDITIONS & ALTERATIONS TO
SOUTHERN NEVADA MEMORIAL HOSPITAL
1800 W. CHARLESTON BLVD., LAS VEGAS, NEVADA

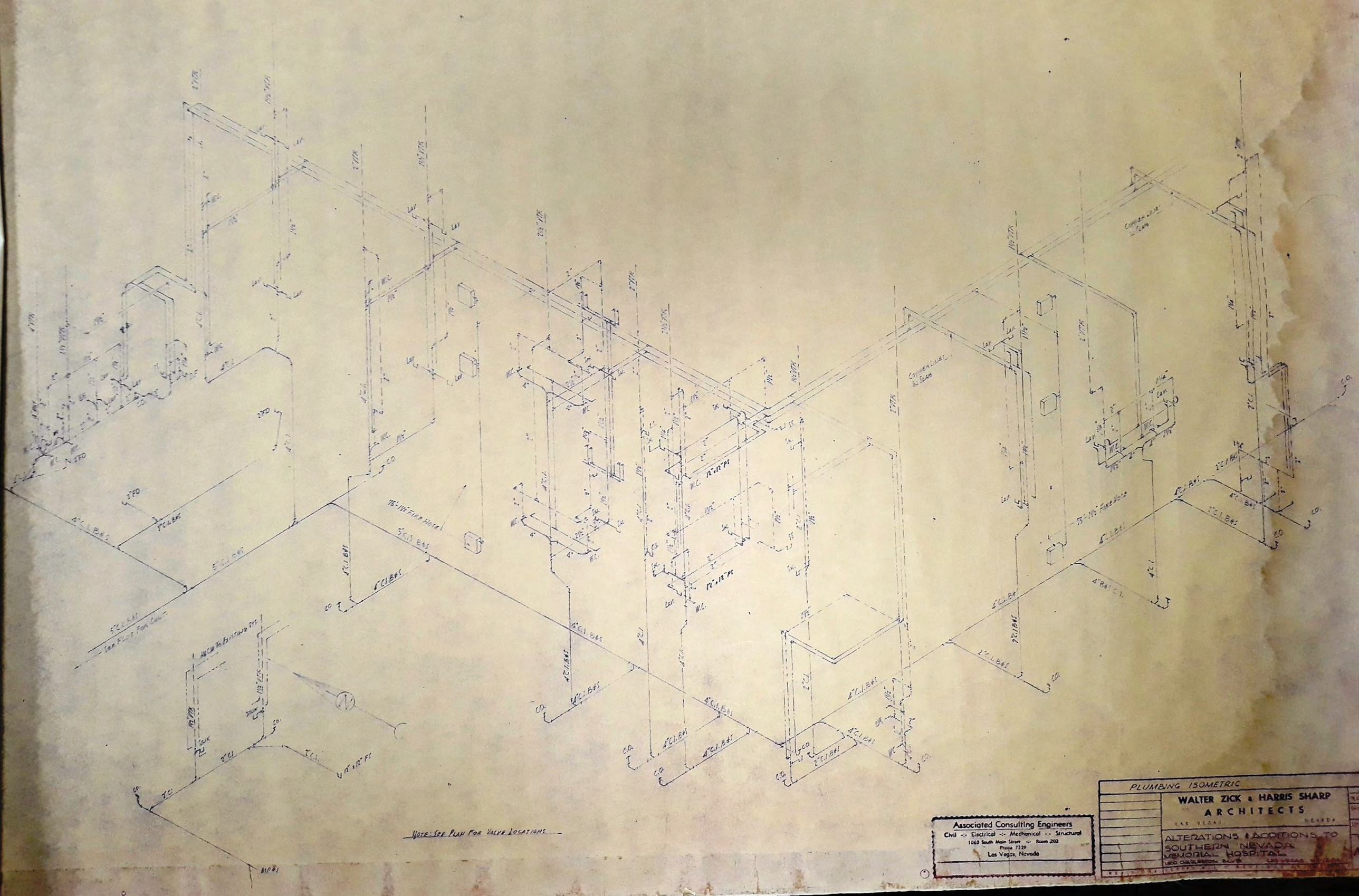
SHEET 13 OF 17


242
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238
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232
231
230
EXAM RM
NURSE STATION
SUPPLY
SOILED
LOUNGE
245 CONF
246 OFFICE
OFFICE
201
203
205
207
209
211
202
204
206
208
210
PHARM.
SOILED
LOUNGE
OFFICE
NURSE STATION
OFFICE
STOR.
213
215
217

2nd Floor


EAST/WEST ONE HOUR CORRIDOR 231
55'-6"
SOUTH / NORTH ONE HOUR CORRIDOR 232
SOUTH / NORTH ONE HOUR CORRIDOR 230
EXIST'G ELEVATOR
EXIST'G STAIR
EXIST'G 4" SAN. SEWER
EXIST'G 2" S. DN.
EXIST'G 4" S.
EXIST'G 3" VTR
EXIST'G 2" V.
EXIST'G 2" V. ABV. C.O.
EXIST'G 2" V. ABV. CLG.
EXIST'G 3" V.
EXIST'G 1 1/2" V.
EXIST'G 1 1/2" CW
EXIST'G 1 1/2" HW
EXIST'G 1 1/2" HWR
EXIST'G 2" CW
EXIST'G 2" HW
EXIST'G 2" HWR
EXIST'G 3" CW
EXIST'G 3" HW
EXIST'G 3" HWR
EXIST'G 4" CW
EXIST'G 4" HW
EXIST'G 4" HWR
CONNECT TO EXIST'G 4" S. BELOW
CONNECT TO EXIST'G 2" S. DN.
CONNECT TO EXIST'G 4" S. BELOW
CONNECT TO EXIST'G 2" S. BELOW
CONNECT TO EXIST'G 2" V. ABV. C.O.
CONNECT TO EXIST'G 2" V. ABV. CLG.
CONNECT TO EXIST'G 3" V.
CONNECT TO EXIST'G 1 1/2" V.
CONNECT TO EXIST'G 1 1/2" CW
CONNECT TO EXIST'G 1 1/2" HW
CONNECT TO EXIST'G 1 1/2" HWR
CONNECT TO EXIST'G 2" CW
CONNECT TO EXIST'G 2" HW
CONNECT TO EXIST'G 2" HWR
CONNECT TO EXIST'G 3" CW
CONNECT TO EXIST'G 3" HW
CONNECT TO EXIST'G 3" HWR
CONNECT TO EXIST'G 4" CW
CONNECT TO EXIST'G 4" HW
CONNECT TO EXIST'G 4" HWR
CONNECT 1 1/2" V. IN CHASE
EXIST'G 3" VTR FROM PENTHOUSE
EXIST'G 2" V. FROM PENTHOUSE
EXIST'G 4" V. FROM PENTHOUSE
EXIST'G 2" V. FROM BELOW
EXIST'G 4" V. FROM BELOW
EXIST'G 4" V. FROM PENTHOUSE
EXIST'G 4" V. FROM PENTHOUSE
EXIST'G 2" V. FROM PENTHOUSE
EXIST'G 2" V. FROM PENTHOUSE
EXIST'G 2


WEST
PATIENT ROOMS
CLEAN UTILITY
SOILED
KITCHEN
NURSE STATION
DN. DICT.
SOUTH WING



PLUMBING ISOMETRIC

WALTER ZICK & HARRIS SHARP
ARCHITECTS
LAS VEGAS NEVADA

ALTERATIONS & ADDITIONS TO
SOUTHERN NEVADA
MEMORIAL HOSPITAL
1800 CHARLESTON BLVD LAS VEGAS, NEVADA

Associated Consulting Engineers
Civil -:- Electrical -:- Mechanical -:- Structural
1060 South Main Street -:- Room 202
Phone 7329
Las Vegas, Nevada

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2021-07
South Tower and Round Wing Cast Iron Piping Replacement
PWP NUMBER: CL- 2022-150

MONUMENT CONSTRUCTION
(NAME)

7787 EASTGATE RD #110 HENDERSON NV, 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 contractspecialist@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 contractspecialist@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.

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 D, **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, 12/8/21	Addendum No.	___	dated, _
Addendum No.	2	dated, 1/4/22	Addendum No.	___	dated, _
Addendum No.	3	dated, 1/31/22	Addendum No.	___	dated, _
Addendum No.	___	dated, _____	Addendum No.	___	dated, _

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	$ 850,357.23
2.	PERMITS AND FEES (if required)	$ 10,000.00
3.	METALS	$ —
4.	WOOD, PLASTICS, AND COMPOSITES	$ —
5.	THERMAL AND MOISTURE PROTECTION	$ —
6.	FINISHES	$ 47,600.00
7.	SPECIALTIES	$ —
8.	MILLWORK	$ —
9.	PLUMBING	$ 1,850,000.00
10.	ICRA COMPLIANCE MEASURES	$ 1500.00
11.	THIRD PARTY INSPECTIONS (PROVIDED BY BIDDERS)	$ —
12.	TESTING/ABATEMENT ALLOWANCE FOR ASBESTOS AND/OR BIOLOGICAL	$ 60,000.00
13.	INCIDENTAL ELECTRICAL, HVAC, NURSE CALL, FIRE ALARM COST ALLOWANCE	$ 120,000.00
14.	CONTINGENCY / CONSTRUCTION RISK ALLOWANCE	$ 100,000.00
	TOTAL BID AMOUNT	$ 3,039,457.23

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.		$
2.		$
3.		$
4.		$
5.		$
6.		$
7.		$
	ADD ALTERNATES AMOUNT	$
	GRAND TOTAL BID AMOUNT	$

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 RD #110
ADDRESS OF FIRM

HENDERSON, NV 89011
CITY, STATE, ZIP CODE

702-530-2803
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: 0075502

LICENSE CLASS: B

LICENSE LIMIT: 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

X SHANE CHARLES
AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

XCHARLES@BUILDMONUMENT.com
E-MAIL ADDRESS

X
SIGNATURE OF AUTHORIZED REPRESENTATIVE

02/08/2022
TODAY'S DATE

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 3rd day of February, 2022.

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.** 2021-07, **PROJECT NAME** SOUTH TOWER AND ROUND WING CAST IRON PIPING.

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 OF)

Monument Construction
(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: Old Republic Surety Company

737535
(State of Nevada, License Number)

Marcia N. Stevens
(Appointed Agent Name)

By: _____
(Signature)

Address: 8375 W. Flamingo Rd. #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:

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.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

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.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2022

(Expiration of notary 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

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

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

2851-W ORSC 22262 (5-10)

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.

DESCRIPTION OF WORK	CONTRACTOR'S NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	**ETHNICITY
all work other than that being performed by a subcontr.	Monument Construction	0075502		CX
DESCRIPTION OF WORK	**SUBCONTRACTOR'S FIRM NAME(S)**	**NV STATE CONTRACTORS' LICENSE NUMBER**	***BEG**	***ETHNICITY**
Plumbing	Complete Plumbing Solutions	0085235		CX

Monument Construction
Legal Name of Firm as it would appear in Contract

702. 530 2303
Telephone Number

7787 Eastgate Rd #110, Henderson, NV, 89011
Address including City, State and Zip Code

Signature of Bidder (Authorized Representative)

**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
BIDDERMUST 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
plumbing	Complete Plumbing Solutions lic no. 0085235		CX

Monument Construction
Legal Name of Firm as it Would Appear in Contract

Signature of Bidder (Authorized Representative)

02/08/22
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, Jon Wayne Nielsen ("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. 2021-07, Project Name SOUTH TOWER AND ROUND WING CAST IRON PIPING REPLACEMENT. ("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.

BID ATTACHMENT 4
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY
Page 2 of 2

By: Jon Wayne Nielsen Title: President
Printed Name of Affiant

Signature of Affiant: JON 龍 Date: 2/8/2022

Signed and sworn to (or affirmed) before me on this 8th day of February,

20 22, by Jon Wayne Nielsen (name of Affiant)

State of Nevada)
ss)

Hanna Wilson
Notary Signature

County of: Clark)

STAMP AND SEAL

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

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.: 2021-07 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 striper 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 ☑*

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: 02/08/2022

Prime Bidder Authorized Representative

Name and Title: XAVIER CHARLES DIR. PRECON

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 striper 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: 2/9/22
Authorized Representative

Name and Title: SIOTR GEORGIEV - MANAGING MEMBER/OWNER

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 contractspecialist@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: YNOT579@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.

Stoyan Georgiev

Contractor/Subcontractor

Date Submitted to Awarding Body

*Signature of Authorized Representative:

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 contractspecialist@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
01	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	$ 850,357.23
02	PERMITS AND FEES (if required)	$ 10,000.00
03	METALS	$
04	WOOD, PLASTICS, AND COMPOSITES	$
05	THERMAL AND MOISTURE PROTECTION	$
06	FINISHES	$ 47,600.00
07	SPECIALTIES	$
08	MILLWORK	$
09	PLUMBING	$ 1,850,000.00
10	ICRA COMPLIANCE MEASURES	$ 1,500.00
		$
	TOTAL BID AMOUNT	$
	ADD ALTERNATIVES	
01	Testing/ Abatement	$ 60,000.00
02	Incidental Electrical HVAC, Nurse Call	$ 120,000.00
03	Contingency	$ 100,000.00
04		$
	ADD ALTERNATES AMOUNT	$ 280,000.00
	GRAND TOTAL BID AMOUNT	$ 3,039,457.23

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.

Monument Construction

Legal Name of Firm as it would appear on Contract

0075502, 0080649

Nevada State Contractor's License Number

7787 Eastgate Road, Unit 110, Henderson, NV 89011

Address including City, State and Zip Code

Authorized Signature

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	**Website:**	
City, State and Zip Code:	HENDERSON, NV 89011	**POC Name:**	XAVONE CHARLES
		Email:	XCHARLES@BUILDMONUMENTS.com
Telephone No:	702-530-2803	**Fax No:**	702-947-2602
Nevada Local Street Address: (If different from above)		**Website:**	
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

Jon Wayne Nielsen
Print Name

President
Title

7/9/2022
Date

REVISED 7/25/2014

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

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.

Jon Wayne Nidsen, President — 2021-07 ADDENDUM 3

Printed Name & Title of Authorized Representative — **Bid Number**

Signature of Authorized Representative — 2/9/2022 — **Date**

I am unable to certify to the above statement. My explanation is attached.

Signature_____ **Date**_____ **Bid Number**_____

BID NUMBER 2021-07

BID TITLE South Tower and Round Wing Cast Iron Piping Replacement

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	Monument Construction LEGAL NAME OF FIRM
Xavone Charles NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	7787 Eastgate Rd. #110 ADDRESS OF FIRM
702.443.4512 PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	Henderson, NV 89011 CITY, STATE ZIP
xcharles@buildmonuments.com EMAIL ADDRESS	02/08/2022 DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE: NV	LICENSE NO. NV20101633041	ISSUE DATE: 08/24/2021	EXPIRATION DATE 8/31/2022
CURRENT COUNTY: Clark	LICENSE NO. 1002121653	ISSUE DATE: 11/01/2021	EXPIRATION DATE: 4/30/2022
CURRENT CITY: Henderson	LICENSE NO. NV-0075502	ISSUE DATE: 12/01/2010	EXPIRATION DATE: 12/31/2022

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.

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, it 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 shell be resolved by using the more stringent requirement unless specifically directed otherwise by the applicable governments entity

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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	CONTACT NAME:	
INSURANCE BROKER'S NAME ADDRESS	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	COMPANY'S BEST KEY RATING
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,0000
	[ ] [ ] CLAIMS-MADE X OCCUR.	X					MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PROJECT [ ] LOC						**DEDUCTIBLE MAXIMUM**	**$ 25,000**
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$ 25,000**
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTHER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$
							E.L. DISEASE – E.A. EMPLOYEE	$
							E.L. DISEASE – POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

BID NO. 2021-07; SOUTH TOWER AND ROUND WING CAST IRON PIPING REPLACEMENT. UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER	CANCELLATION
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 W. CHARLESTON BLVD LAS VEGAS, NV 89012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

SAMPLE

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

POLICY NUMBER:_____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W CHARLESTON BLVD.
LAS VEGAS, NEVADA 89102

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

BOND NUMBER: _____

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_____, as Principal Contractor, and_____, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of_____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. 2021-07** of OWNER'S specifications, entitled **South Tower and Round Wing Cast Iron Piping Replacement.**

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 ____ day of __, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

_____
(State of Nevada, License Number)

By: _____
(Signature)

_____
(Appointed Agent Name)

_____
(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

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).

BOND NUMBER: _____

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_____, as Contractor, and_____, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of_____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. 2021-07, South Tower and Round Wing Cast Iron Piping Replacement**.

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 _____ day of __, 20_____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

_____
(State of Nevada, License Number)

By: _____
(Signature)

_____
(Appointed Agent Name)

_____
(License Number and Issuing State)

By: _____
(Signature)

Address: _____

_____

Address: _____

_____

Telephone: _____

Telephone: _____

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).

BOND NUMBER: _____

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 _____

_____
(Name and Address of Prime Contractor)

We hereby guarantee that the **BID NO. 2021-07, South Tower and Round Wing Cast Iron Piping Replacement**, 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 _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

_____
(State of Nevada, License Number)

By: _____
(Signature)

_____
(Appointed Agent Name)

_____
(License Number and Issuing State)

By: _____
(Signature)

Address: _____

_____

Address: _____

_____

Telephone: _____

Telephone: _____

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).

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. 2021-07, South Tower and Round Wing Cast Iron Piping Replacement**, 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 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, 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 VanHouweling, CEO

By: _____ ____

Name: _____ ____

Its: _____ ____
PRIME CONTRACTOR

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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)
) ss.
COUNTY OF CLARK)

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. 2021-07** for the **South Tower and Round Wing Cast Iron Piping Replacement** 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 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason VanHouweling
Chief Executive Officer

By: _____

Name: _____

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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 ____he ____ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

Contractor Acknowledgement of UMC Procedures & Practices

✓ **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.

✓ **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.

✓ **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.

✓ **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.

✓ **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 $1000.00 fine. Contractor will be responsible for payment.**

✓ **Above the Ceiling Work**

Work of any kind of work being performed above the ceiling level must be reported to Engineering Department and be issued a contractor badge with red dot. This badge with red dot is your "permit". If you are performing any work above the ceiling are not displaying a badge, you will be to told to stop all work and may be asked to leave the property immediately.

✓ **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.

✓ **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.

✓ **Infection Control**

The following precautions should be taken to maintain safety: Isolate HVAC system to prevent contamination of duct system; 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; all personnel entering work site are required to wear shoe covers or use sticky mats to trap dirt/dust, shoe covers must be changed each time the worker exits the work area or sticky mats changed whenever they lose their stickiness; contain construction waste before transport in tightly covered/taped containers; wet mop area with disinfectant; remove barrier material carefully to minimize spreading of dirt and debris associated with construction.

Contractor – Safety

All emergencies – call Public Safety 24/7 - **383-2777 or 383-1810**

Your emergency contact: Name: JON WAYNE NIELSEN Number: 702-580-2303

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 Pink – 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.

X WAYNE CHARLES
Print Employee Name

Signature

02/09/2022
Date

MONUMENT CONSTRUCTION
Company

Exhibit F
Infection Control Risk Assessment for Construction 2018 FGI 1.2-4.2.2
(ICRA)

DRAFT

Site: South Tower and Round Wing
Date of evaluation: TBD
Evaluation Performed by: Manager

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:

Attachment 1Using 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 ▪ Class II Imaging Room	▪ Any area caring for immunocompromised patients ▪ Class III Imaging Room ▪ Central Sterile Supply ▪ Intensive Care Units ▪ Medical Unit ▪ Negative pressure isolation rooms ▪ Oncology ▪ Operating/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.

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 III or Class IV 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: Do plans allow for adequate number of isolation/negative airflow rooms?

Step Five: Are there special heating, ventilation, and air conditioning needs required to accommodate service?

Step Six: Do the plans allow for the required number & type of hand washing sinks?

Step Seven: Does the infection control staff agree with the minimum number of sinks for this project?

Step Eight: Does the infection control staff agree with the plans relative to clean and soiled utility rooms?

Step Nine: Identify specific site of activity, e.g. Patient room, medication room, etc.

Step Ten: 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 Eleven: 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 Twelve: Identify issues related to ventilation, plumbing, electrical – in terms of the possible/probable occurrences of outages:

Step Thirteen: Consider potential risk of water damage. Is there a risk due to compromising structural integrity? (e.g. wall, ceiling, roof)

Step Fourteen: Work hours: Can or will the work be done during non-patient care hours?

Step Fifteen: Plan to discuss the impact of movement issues with the project team. (examples: traffic flow, housekeeping, debris removal (how & when)

Step Sixteen: Describe monitoring activity plan during construction.

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
Attn:
1800 W. Charleston Blvd
Las Vegas, NV 89102

Project Name
Location

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:_____

Progress Billing

PO:_____

Application:_____

Date:_____

Schedule of Work Completed

These line items will come from our bid document…It will be job specific.

Description of Work	Contract	Changes	Current Comp.	Previous	Total Comp.	%	Balance	Retained
Totals:								

Reference Instruction to Bidders for definitions.

EXHIBIT H

CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** CL- 2022-150_____

Prime Contractor: _____ **Subcontractor:**_____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	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-2022-150** _____

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				

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- 2022-150**_____

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					
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19					
20					

EXHBIT J

Sample Form

NON-APPORTIONED VEHICLE REPORT CONFIDENTIAL

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** **CL-2022-150** _____

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			

EXHIBIT K
Sample Forms

MATERIALS PURCHASED REPORT

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number: CL-2022-150** _____

Prime Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Material Supplier Name	Address	Materials Purchased
1			
2			
3			
4			
5			
6			
7			
8			
9			
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12			
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19			

February 23, 2022

Monument Construction
Attn: Jon Wayne Nielsen
7787 Eastgate Rd #110
Henderson, NV 89011

RE: NOTICE OF AWARD

UMC BID NUMBER 2021-07, South Tower and Round Wing Cast Iron Piping Replacement Project (PWP NO. CL-2022-150)

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 $3,039,457.23.

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
William Rawlinson, Plant Operations
Labor Commissioner

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	**Website:**	
City, State and Zip Code:	HENDERSON, NV 89011	**POC Name:**	XAVONE CHARLES
		Email:	XCHARLES@BUILDMONUMENTS.com
Telephone No:	702-530-2803	**Fax No:**	702-947-2602
Nevada Local Street Address: (If different from above)		**Website:**	
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

Jon Wayne Nielsen
Print Name

President
Title

7/9/2022
Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Third Amendment to Interlocal Medical Office lease with University of Nevada, Las Vegas Kirk Kekorian School of Medicine at UNLV**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Third Amendment to Interlocal Medical Office Lease the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Kirk Kekorian School of Medicine at UNLV for rentable space for the UMC Wellness Center at the Lied Building located at 1524 Pinto Lane; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000999900
Funded Pgm/Grant: N/A
Description: Lied Building Lease
Bid/RFP/CBE: N/A
Term: Amendment 3 – DOA to 10/31/2023
Amount: N/A
Out Clause: Subject to Sections 24 (Default) and 25 (Fiscal Fund-Out) clauses

BACKGROUND:

On September 5, 2017, the Board of Hospital Trustees approved the Interlocal Medical Office Lease between University Medical Center of Southern Nevada (UMC) and the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas, Kirk Kekorian School of Medicine at UNLV (School) for Lied Building medical office space located at 1524 Pinto Lane (2nd and 3rd Floors) ("Existing Premises"). The term of the lease is from November 1, 2017 to October 31, 2022, with the option to extend for two 1-year periods.

This Third Amendment seeks to execute the first of two 1-year option periods extending the term of the lease from November 1, 2022 to October 2023.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 13, 2022 meeting and recommended for approval by the Board of Hospital Trustees.

Cleared for Agenda
March 30, 2022

Agenda Item #
15

DocuSign Envelope ID: 729B70C4-9CB2-4AA4-8394-C7FD9A060829

THIRD AMENDMENT
TO INTERLOCAL MEDICAL OFFICE LEASE

This THIRD AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE ("**THIRD Amendment**"), is made by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**UMCSN"** or **"LESSOR**") and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ("**Board**" or "**NSHE**"), on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, KIRK KERKORIAN SCHOOL OF MEDICINE AT UNLV ("**UNLV"** or **"LESSEE**"). This THIRD Amendment is effective as of the last date any authorized signatory affixes his/her signature below ("**Effective Date**").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Interlocal Medical Office Lease dated April 4, 2018, as amended by the First Amendment to Interlocal Medical Office Lease dated June 5, 2018 (the "**First Amendment**"), and the Second Amendment to Interlocal Medical Office Lease dated July 19, 2019 (the "**Second Amendment**"), pursuant to which Lessee is leasing 21,404 square feet of space from Lessor (collectively, the "**Lease**");

WHEREAS, the Lease is set to expire on October 31, 2022 ("**Original Term**");

WHEREAS, Lessee now desires to exercise the first of its two (2) options ("**Option Period**") to renew the Lease as permitted by Section 2.2 of the Lease; and

WHEREAS, Lessee is not in default under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the Lease shall be amended as follows:

1. Term. Lessee hereby exercises its option to extend the Original Term for the Option Period. The new expiration date shall be October 31, 2023.

2. Except as expressly amended in this THIRD Amendment, the Lease shall remain in full force and effect. To the extent of a conflict between the terms of this THIRD Amendment and the terms of the Lease, the terms of this THIRD Amendment shall prevail. Capitalized terms not defined herein have the meanings given to such terms in the Lease.

IN WITNESS WHEREOF, the parties have executed this THIRD Amendment as of the Effective Date.

[Signature Page to Follow]

DocuSign Envelope ID: 729B70C4-9CB2-4AA4-8394-C7FD9A060829

LESSOR:

University Medical Center of Southern Nevada

By:_____
Mason Van Houweling
Chief Executive Officer

_____
Date

LESSEE:

Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada School of Medicine

RECOMMENDED BY:

By:_____
Marc Kahn, Dean
Kirk Kerkorian School of Medicine at UNLV

2/10/2022
_____
Date

RECOMMENDED BY:

By:_____
Keith E. Whitfield
President
University of Nevada, Las Vegas

2/11/2022
_____
Date

APPROVED BY:

By:_____
Melody Rose
Chancellor
Nevada System of Higher Education

2/22/2022
_____
Date

APPROVED AS TO LEGAL FORM:

By:_____
Elda L. Sidhu
General Counsel
University of Nevada, Las Vegas

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Ratification of First Amendment to Lease Agreement with METEJEMEI, LLC**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and recommend for ratification by the Board of Hospital Trustees for University Medical Center of Southern Nevada the First Amendment to the Lease Agreement with METEJEMEI, LLC for rentable space for the UMC Quick Care and Primary Care at 5860 Losee Road; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000739000 (QC) & 3000739500 (PC)
Funded Pgm. /Grant: N/A
Description: Aliante QC/PC Lease
Bid/RFP/CBE: N/A
Term: Ten (10) years from Lease Commencement Date with two 5-year renewal options
Amount: No additional cost
Out Clause: Without cause at month 60 upon payment of early termination fee; Budget Act and Fiscal Fund Out clause

BACKGROUND:

In May 2021 UMC entered into a new Lease Agreement with METEJEMEI, LLC (Landlord) to lease approximately 9,600 sq. ft. of rentable space for UMC's Quick Care and Primary Care located at 5860 Losee Road, North Las Vegas, Nevada 89081. Landlord will provide construction improvements as depicted in Exhibit B of the Agreement and will comply with all governmental statutes, ordinances, rules and regulations applicable to the construction work, including, without limitation, prevailing wage requirements as set forth in NRS Chapter 338. Landlord's construction contribution is anticipated to be $520,500. For construction costs, UMC shall contribute to a construction control fund plus the cost of any Change Orders as requested by UMC in a total additional amount not to exceed (NTE) $2,200,000. UMC's contribution shall not be distributed unless and until the Landlord's construction contribution has been paid in full.

This First Amendment seeks to update the Landlord's construction contribution to $633,500.00 and to include Exhibit H listing excluded items form Landlord's work. The amendment needed to be executed immediately to enable the landlord's general contractor to secure materials needed to begin construction, as costs for those materials are increasing.

Cleared for Agenda
March 30, 2022

Agenda Item #
16

UMC's Executive Director of Ambulatory Care has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 23, 2022 meeting and recommended for approval by the Board of Hospital Trustees.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

FIRST AMENDMENT TO THE LEASE AGREEMENT
BY AND BETWEEN UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND METEJEMEI, LLC

This First Amendment ("First Amendment") to the Lease Agreement between University Medical Center of Southern Nevada ("Tenant") and METEJEMEI, LLC ("Landlord") is effective as of the date last signed by the parties below ("Effective Date").

WHEREAS, Landlord and Tenant have agreed to that certain Lease Agreement having an effective date of June 15, 2021, (the "Agreement"); and

WHEREAS, Landlord and Tenant wish to amend the Agreement in certain respects as provided in this First Amendment.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Landlord Work Cost**. Section 1.1(k) Landlord Work Cost of the Agreement is hereby deleted in its entirety and replaced with the following:

"1.10 Landlord shall be solely responsible for cost of Landlord's Work (defined in Section 3.2.a below) in an amount up to Six Hundred Thirty-Three Thousand and Five Hundred dollars ($633,500.00). The cost of Landlord's Work shall not include nor used by Tenant for furniture, fixtures (those items not included in Tenant's drawings) and/ or equipment, such responsibility and associated costs shall be Tenant's. Tenant shall be responsible for the additional costs of Landlord's Work in excess of $633,500.00 and only after Landlord's expenditure of $633,500.00. Tenant's responsibility is estimated to be Two Million One Hundred Thousand dollars ($2,100,000.00) but in no event shall such additional costs which is the responsibility of the Tenant exceed Two Million Two Hundred Thousand dollars ($2,200,000.00). Tenant and Landlord shall deposit their contribution with Nevada Construction Services as a condition to and prior to the commencement of the construction of Landlord's Work, pursuant to the terms of a disbursement agreement, substantially in the form attached as Exhibit "B-1". Should Landlord's Work remain unfinished upon the full and complete disbursement of Tenant's responsibility of $2,200,000.00, Landlord shall be fully and financially responsible for completion of Landlord's Work subject to the conditions set forth in this Lease. Notwithstanding the preceding, Tenant shall be entitled to the return of any monies remaining on deposit with Nevada Construction Services upon completion of Landlord's Work. Landlord agrees to reasonably work with Tenant to value engineer Landlord's Work provided such does not result in any additional cost to Landlord and does not delay construction of Landlord's Work. In the event Landlord and Tenant determine prior to commencement of construction of Landlord's Work based (on final approved construction drawings) that the cost of Landlord's Work shall exceed the combined total of the Landlord Contribution and the Tenant Contribution, Landlord or Tenant shall have the right to terminate this Lease prior to "Commencement of Construction" of Landlord's Work by written notice to the other party. For the avoidance of doubt, "Commencement of Construction" shall mean

THOMAS ELARDI T.E.

when permits have been issued and Landlord's contribution amount has been funded to Nevada Construction Services. After reasonable attempts by Tenant and Landlord to value engineer, any Tenant change orders that would increase Landlord's Work cost beyond the scope of the agreed plans as depicted on the attached Exhibit B and the tenant improvement build-out budget as set forth in Exhibit G, shall be at Tenant's sole cost and expense and shall be pursuant to plans and specifications that must be pre-approved by Landlord and Tenant in writing."

2. **Exhibit G**. Exhibit G of this First Amendment is hereby incorporated as Exhibit G of the Agreement.

3. **Section 3.2 (a)**. The first paragraph in Section 3.2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"Landlord shall deliver to Tenant possession of the Premises upon substantial completion of Landlord's Work as described in the Description of Landlord's Work in Exhibit B. Landlord shall, at its sole cost and expense as soon as is reasonably possible after the execution of this Lease, commence and pursue to completion the improvements to be erected by Landlord to the extent shown on the construction drawings as depicted on the attached Exhibit B. The cost of Landlord's Work shall not include (i) those items listed in Exhibit H of this Agreement and (ii) any furniture, fixtures (defined as those items not included in Tenant's drawings) and/or equipment, such responsibility and associated costs for all such items in (i) and (ii) shall be at Tenant's sole cost. Landlord's and Tenant's proposed timeline for completion of Landlord's Work includes: …"

4. **Exhibit H**. Exhibit H of this First Amendment is hereby incorporated as Exhibit H of the Agreement.

5. Except as amended by this First Amendment, all other terms and conditions of the Agreement remain in full force and effect.

6. This First Amendment may be executed in counterparts, each of which shall constitute an original document, but all of which together shall constitute one and the same First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective of the date of the Effective Date.

METEJEMEI, LLC

Signature: Thomas Elardi

Printed Name: Thomas Elardi

Title: Manager

Date: 3/10/22

University Medical Center of Southern Nevada

Signature: Mason VH

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date: 3/7/22

THOMAS ELARDI T.E.

EXHIBIT G

TENANT IMPROVEMENT BUILD-OUT BUDGET

(To be Attached)

THOMAS ELARDI T.E.

UMC TI Build Out

North Las Vegas, Nevada

	$296.35
	$2,833,364
	9,561

Januray 10, 2022

Revised February 3, 2022, Revised February 24, 2022

CSI	Description	Qty	Unit	Unit Cost	Extension	Total	Cost Per SF
01 41 00	Building Permits & Utility Development Fees - By Owner					0	-
01 45 00	Testing & Inspections - By Owner					0	-
01 50 00	Division 1 General Requirements					0	-
	Division 1 Direct Costs						
	Final Clean	1	LS	7,171.00	7,171		
01 51 00	Division 1 Direct Costs					7,171	0.75
	Demolition						
	Cost from Subcontractor	1	LS	34,650.00	34,650		
	Remove Site Sidewalk at Front Ramp	1	LS	2,140.00	2,140		
02 40 00	Demolition					36,790	3.85
	Concrete Work						
	Cost from Subcontractor	1	LS	21,870.00	21,870		
	New ADA Switch Back Ramp at Rear of Building, Ramps, Walls and Curbing	480	SF	40.00	19,200		
	Pour Ramp at Front Handicap Ramp	80	SF	12.00	960		
03 30 00	Concrete Work					42,030	4.40
	Metal Fabrications						
	Handrail - Full Height - Two Pipe at Handicap Ramp	98	LF	126.00	12,348		
05 50 00	Metal Fabrications					12,348	1.29
	Rough Carpentry						
	Undefined Rough Carpentry	9,561	SF	0.50	4,781		
06 10 00	Rough Carpentry					4,781	0.50
	Interior Architectural Millwork						
	Cost from Subcontractor	1	LS	249,156.00	249,156		
06 40 00	Interior Architectural Millwork					249,156	26.06
	Building & Sound Insulation						
	Cost from Subcontractor	1	LS	14,160.00	14,160		
07 21 00	Building & Sound Insulation					14,160	1.48
	Caulking & Sealants						
	Undefined Caulking	9,561	SF	0.25	2,390		
07 90 00	Caulking & Sealants					2,390	0.25
	Doors, Frames & Hardware						
	Cost from Subcontractor	1	LS	115,177.00	115,177		
	Add for Material Increase due to delay of award	1	LS	3,525.00	3,525		
08 10 00	Doors, Frames & Hardware					118,702	12.42
	Glass & Glazing - Interior						
	Cost from Subcontractor	1	LS	12,020.00	12,020		
	Replace Broken Window on Interior	1	EA	975.00	975		
	Plexiglass w/U-Channel Supports at Reception Desk	52	SF	127.33	6,621		
08 80 00	Glass & Glazing - Interior					19,616	2.05
	Metal Stud & Drywall						
	Cost from Subcontractor	1	LS	291,774.00	291,774		
	Use 2lbs at full height at XRAY 125	1	LS	729.00	729		
	Use 4 lbs at 7' height at XRAY 125	1	LS	8,190.00	8,190		
09 20 00	Metal Stud & Drywall					300,693	31.45
	Acoustical Treatment						
	Cost from Subcontractor	1	LS	49,083.00	49,083		
	Use specified ACT	1	LS	18,000.00	18,000		
09 50 00	Acoustical Treatment					67,083	7.02
	Resilient Flooring						
	Cost from Subcontractor	1	LS	118,775.00	118,775		
	Floor Leveling	9,561	SF	3.40	32,500		
	Floor Protection	9,561	SF	0.50	4,800		
09 65 00	Resilient Flooring					156,075	16.32
	Painting						

Tutor Perini Building Corp

THOMAS ELARDI T.E.

UMC TI Build Out
North Las Vegas, Nevada

	$296.35
	$2,833,364
	9,561

Januray 10, 2022

Revised February 3, 2022, Revised February 24, 2022

CSI	Description	Qty	Unit	Unit Cost	Extension	Total	Cost Per SF
	Cost from Subcontractor	1	LS	45,011.00	45,011		
	Painted Signage at Blocked Exterior Doors	2	EA	112.50	225		
	Painting Touch up of Existing Storefront	1	LS	2,000.00	2,000		
	Paint ADA Switchback Ramp Rail	98	LF	11.30	1,107		
09 90 00	Painting					48,343	5.06
	Identifying Devices						
	Identifying Devices - Code Required Only	9,561	SF	0.25	2,390		
10 14 00	Identifying Devices					2,390	0.25
	Curtains & Tracks						
	Cost from Subcontractor	1	LS	4,078.00	4,078		
10 21 00	Curtains & Tracks					4,078	0.43
	Protection Covers						
	Cost from Subcontractor	1	LS	53,480.00	53,480		
	Corridor Wall and Chair Rail Acrovyn	1,956	SF	18.31	35,810		
10 26 00	Protection Covers					89,290	9.34
	Toilet Accessories						
	Cost from Subcontractor	1	LS	4,455.00	4,455		
10 28 00	Toilet Accessories					4,455	0.47
	Fire Extinguishers & Cabinets						
	Cost from Subcontractor	1	LS	1,806.00	1,806		
10 44 00	Fire Extinguishers & Cabinets					1,806	0.19
	Window Treatment						
	Cost from Subcontractor [redacted]	-	LS	54,420.00	0		
12 20 00	Window Treatment					0	-
	Fire Suppression						
	Cost from Subcontractor	1	LS	39,880.00	39,880		
21 00 00	Fire Suppression					39,880	4.17
	Plumbing						
	Cost from Subcontractor	1	LS	302,751.00	302,751		
	Floor Drains	6	EA	2,584.00	15,504		
	Floor Sink	1	EA	2,874.00	2,874		
22 00 00	Plumbing					321,129	33.59
	Mechanical						
	Cost from Subcontractor	1	LS	193,680.00	193,680		
23 00 00	Mechanical					193,680	20.26
	Electrical						
	Cost from Subcontractor	1	LS	251,396.00	251,396		
	Add for Material Increase due to delay of award	1	LS	23,480.00	23,480		
	Power Distribution for Third Party Testing	1	LS	4,650.00	4,650		
26 00 00	Electrical					279,526	29.24
	Low Voltage						
	Conduit J-boxes and pull strings for Access Control, [redacted]	-	LS	104,532.00	0		
	Owner changes to only include Conduit J-boxes and pull	-	LS	(44,566.00)	0		
	Nurse Call System – Installation Labor Only	1	LS	16,657.00	16,657		
	Nurse Call System – now installed by Owner	(1)	LS	16,657.00	-16,657		
	Access Control System – Lenel	1	LS	17,507.00	17,507		
	Access Control System – Delete Lenel System	(1)	LS	17,507.00	-17,507		
	Access Control System – Honeywell System [redacted]	-	LS	68,325.00	0		
	Fire Alarm System - MC Cabling, Back Boxes and Hangers	9,561	SF	2.94	28,065		
	Fire Alarm System - Honeywell Notifier System	9,561	SF	3.47	33,140		
27 00 00	Low Voltage					61,205	6.40
	Asphalt/Paving/Striping/Bumpers						
	Asphalt Paving Repair	40	SF	50.00	2,000		
	Sign Remove and Replace	1	EA	350.00	350		
	Fire Lane Paint	40	LF	5.00	200		
32 12 00	Asphalt/Paving/Striping/Bumpers					2,550	0.27

TutorPerini Building Corp

THOMAS ELARDI T.E.

UMC TI Build Out
North Las Vegas, Nevada

	$296.35
	$2,833,364
	9,561

Januray 10, 2022

Revised February 3, 2022, Revised February 24, 2022

CSI	Description	Qty	Unit	Unit Cost	Extension	Total	Cost Per SF
	Subtotal					2,079,328	217.48
	Subcontractor Default Insurance			1.30%		27,031	2.83
	Subtotal					2,106,359	220.31
	Contractor's Contingency			10.00%		210,636	22.03
	Subtotal					2,316,995	242.34
	General Conditions					265,496	27.77
	General Requirements					69,129	7.23
	Subtotal					2,651,620	277.34
	Contractor's Contingency			0.00%		0	-
	Subtotal					2,651,620	277.34
	Pollution Insurance					0	-
	Builders Risk Insurance - By Owner			0.25%		6,629	0.69
	Performance Bond			0.73%		0	-
	Contractor's Fee			5.00%		132,912	13.90
	Commerce Tax (Nevada Only)			0.083%		331	0.03
	General and Excess Liability Insurance			1.50%		41,872	4.38
	Total Budget Estimate					2,833,364	296.35

THOMAS ELARDI T.E.

Tutor Perini Building Corp

EXHIBIT H
EXCLUDED ITEMS FROM LANDLORD'S WORK

- All window treatments
- All low voltage work including but not limited to:
  - Raceways
  - J-boxes
  - Pull strings
  - Access Control systems
  - Nurse Call Stations
  - Speakers
  - Tele Data
  - Wi-Fi
  - Camera systems

18346287_v4

THOMAS ELARDI T.E.

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: 0

Corporate/Business Entity Name:	METEJEMEI, LLC	
(Include d.b.a., if applicable)		
Street Address:	3411 Las Vegas Blvd South	**Website:**
City, State and Zip Code:	Las Vegas, Nevada 89109	**POC Name:** **Email:** tee@casinoroyalehotel.com
Telephone No:	702-650-4740	**Fax No:**
Nevada Local Street Address: **(If different from above)**	5860 Losee Road	**Website:**
City, State and Zip Code:	North Las Vegas, Nevada 89081	**Local Fax No:**
Local Telephone No:	702-210-9500	**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)
Thomas Elardi	Manager	0.3333%
Margaret Elardi Revocable Trust	N/A	99.0000%

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

Thomas Elardi
Print Name

Manager
Title

March 11, 2022
Date

THOMAS ELARDI T.E.

DISCLOSURE OF RELATIONSHIP
N/A

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

THOMAS ELARDI T.E.

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment Two to Amended and Restated Professional Services Agreement (Anesthesiology) with Robert B. McBeath, M.D., PC d/b/a OptumCare Anesthesia**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment Two to Amended and Restated Professional Services Agreement for Anesthesiology Clinical Services with Robert B. McBeath, M.D., PC d/b/a OptumCare Anesthesia; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000702100 & 3000704000 Funded Pgm/Grant: N/A
Description: Anesthesiology Clinical Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: Amendment 2 – extend for one (1) year from 4/1/2022 to 3/31/2023
Amount:

Professional Services	$7,510,404
Administrative Duties	NTE $27,000
Amendment 2	additional NTE $7,537,404 during the one (1) year extension

Out Clause: 180 days w/o cause

BACKGROUND:

On April 1, 2018, UMC and Robert B. McBeath, M.D., PC d/b/a OptumCare Anesthesia ("Provider") entered into an Amended and Restated Professional Services Agreement ("Agreement") for anesthesiology clinical services. Amendment One, effective July 1, 2019, added clinical hours for UMC's Labor and Delivery Department for the obstetric anesthesia service line, increased the monthly compensation, updated Exhibit A's service requirements, and attached a new Attachment 5 (Annual Attestation Form). The Term of the Agreement, as amended, is through March 31, 2022.

This Amendment Two requests to: (i) extend the Term for one (1) year from April 1, 2022 through March 31, 2023; (ii) add additional funds in the total NTE amount of $7,537,404 during the one (1) year extension

Cleared for Agenda
March 30, 2022

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period; (iii) update Attachment 5 on the Annual Attestation Form; and (iv) add a new Section 5.9 on Final Reconciliation.

UMC's Support Services Executive Director has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

The Department of Business License has determined that Provider is not required to obtain a Clark County business license nor a vendor registration.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 23, 2022 meeting and recommended for approval by the Board of Hospital Trustees.

AMENDMENT TWO TO AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT
(Clinical Services)

This Amendment Two ("Amendment") is made and entered into as of this 5th day of April, 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 "**Hospital**") and ROBERT B. MCBEATH, M.D., PC D/B/A OPTUMCARE ANESTHESIA (hereinafter referred to as "**Provider**"). Hospital and Provider may be referred to individually as a "party" and collectively, as the "parties." Terms not otherwise defined herein shall have the meanings set forth in the Agreement (defined below).

RECITALS:

WHEREAS, the parties entered into an Amended and Restated Professional Services Agreement (Clinical Services) dated April 1, 2018 (hereinafter referred to as "**Agreement**") for anesthesiology services;

WHEREAS, on July 1, 2019, the parties entered into Amendment One amending various sections of the Agreement, including the Compensation, Clinical Hours definition and Exhibit A's Service requirements, and among other things, adding a new Attachment 5 (Annual Attestation Form);

WHEREAS, on March 31, 2020, Hospital exercised the first of two options thereby extending the Term of the Agreement through March 31, 2021;

WHEREAS, on April 16, 2021, Hospital exercised the second of two options thereby extending the Term of the Agreement through March 31, 2022; and

WHEREAS, the parties desire to further amend the Agreement with this Amendment to extend the Term for one (1) year.

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. Add new Section 5.9 as follows:

   5.9 Final Reconciliation. In accordance with Section 5.1, after the termination date of this Agreement, both parties will conduct a final reconciliation for the period April 1, 2022 through March 31, 2023, to ensure that the appropriate party is paid or credited the amount due based on actual Clinical Hours provided by Provider (at each of the Physician Hourly Rate and AHP Hourly Rate). The parties agree to sign a final Acknowledgment after securing requisite approvals to signify the amended monthly/annual compensation rate.

2. Section 6.1, Term of Agreement, is hereby amended to extend the Term for one (1) year from April 1, 2022 to March 31, 2023.

3. Attachment 5 shall be deleted in its entirety and replaced with the attached updated Attachment 5.

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 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 as of the date first set forth above.

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

PROVIDER:
ROBERT B. MCBEATH, M.D., PC D/B/A
OPTUMCARE ANESTHESIA

By: Peter Sabal
Pete Sabal
SVP, Network Contracting

ATTACHMENT 5
ANNUAL ASSESSMENT OF
ESTIMATED CLINICAL HOUR REQUIREMENT

Pursuant to Section 5.1 of that certain Amended and Restated Professional Services Agreement by and between University Medical Center of Southern Nevada and OptumCare Anesthesia dated April 1, 2018, as amended, the parties have determined that the Estimated Clinical Hours for the Agreement year commencing April 1, 2022 and ending March 31, 2023 shall be as follows:

Estimated Clinical Hours: 66,120

Member Physicians – 58,120

Allied Health Providers (CRNAs) – 8,000

Monthly/Annual Compensation*:

The resulting monthly and annual compensation for the Agreement year is calculated as $625,867 per month or $7,510,404 per Agreement year.

* Any reconciliation during the period from the end of an Agreement year until the parties are able to determine a new Estimated Clinical Hour Requirement for the subsequent Agreement year will be addressed at the quarterly assessment.

PROVIDER:

OptumCare Anesthesia

By: Pete Sabal
Pete Sabal
SVP, Network Contracting

HOSPITAL:

University Medical Center of Southern Nevada

By:_____
Mason Van Houweling
Chief Executive Officer

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: 4580

Corporate/Business Entity Name:	Robert B. McBeath, MD, PC	
(Include d.b.a., if applicable)	OptumCare Anesthesia	
Street Address:	PO Box 204646	**Website:** www.optumcare.com
City, State and Zip Code:	Dallas, TX 75320-4646	**POC Name: Josh Gardner** **Email: Joshua.gardner@optum.com**
Telephone No:	702-877-8661	**Fax No: 702-243-4667**
Nevada Local Street Address: **(If different from above)**	2450 W Charleston Blvd	**Website:** www.optumcare.com
City, State and Zip Code:	Las Vegas, NV 89102	**Local Fax No: 702-242-7903**
Local Telephone No:	702-877-8661	**Local POC Name: Elly Simpson** **Email: elly.simpson@optum.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)
Robert McBeath	President	

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.

Peter Sabal — Peter Sabal

Signature — Print Name

SVP, Network Contracting — 3/15/2022

Title — Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Management Compensation Plan**	**Back-up:**
Petitioner: **Mason Van Houweling, Chief Executive Officer**	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the M-Plan revisions as recommended by the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Approximately $700,000.00 for the additional and changed benefits for each Fiscal Year.

BACKGROUND:

UMC's Management Compensation Plan (M-Plan) was updated to include the following changes:

- Updates the classifications for each M-Plan Category.
- Creates a new M-Plan Category (Category 01) that consists of executive level employees with an employment contract approved by the UMC Governing Board.
- Revises the bonus structure to provide UMC's CEO with the authority to award an annual incentive bonus to M-Plan Category 1, 2, and 3 participants of up to one-hundred fifty percent (150%) of an identified target.
- Revises the bonus structure to provide UMC's Governing Board with the authority to award an annual incentive bonus to M-Plan Category 01 participants of up to one-hundred fifty percent (150%) of an identified target.
- Increases Administrative Leave by one (1) day and confirms the current limit of $15.00 per month for paid assigned parking for M-Plan Category 1, 2, and 3 participants.
- Increases the weeks of severance payment that M-Plan Category 1, 2, and 3 participants may be eligible to receive.
- Confirms that M-Plan Category 1, 2, and 3 participants are considered at-will, serve at the pleasure of the UMC CEO, and are governed by UMC HR Policy #7.
- The changes to the M-Plan will become effective upon approval by the UMC Governing Board.

The changes to the Management Compensation Plan was reviewed by the Governing Board Human Resources and Executive Compensation Committee at its last meeting on March 14, 2022, and recommended for approval by the Governing Board.

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March 30, 2022

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MANAGEMENT
COMPENSATION PLAN ("M-Plan")

(TBD)

The purpose of this manual is to set forth policies and procedures for those individuals appointed or hired into a classification covered by the M-Plan. Nothing in this document shall be construed as an employment contract or a guarantee of continued employment. Prior to implementation, these collective policies and procedures have been approved by the UMC Governing Board at a public meeting held pursuant to NRS 241.

COMPENSATION AND BENEFIT ELIGIBILITY

There are four (4) categories of benefits in the Management Compensation Plan. Employees are assigned to a category based on their classification as listed below:

M-Plan categories	Titles
01	• Executive level C-Suite employee(s) with an employment contract approved by the Hospital Governing Board ("Contract Employee(s)") o *The provisions of this M-Plan will apply to all Contract Employees unless such terms contradict with a valid, board-approved employment contract, in which case the terms of the Contract Employee's employment contract will control to the extent allowed by applicable law.*
1	• Administrative Chiefs • General Counsel
2	• Executive Administrators • Assistant Chief Nursing Officer • Assistant General Counsels • Executive Directors • Directors • Cost Center Managers
3	• Assistant Directors • Managers at grade C41 & above

The Chief Executive Officer ("CEO") shall determine the M-Plan category to which each classification of employee is assigned within these enumerated M-Plan categories.

Management employees in a classification assigned to a different category prior to the effective date of this plan, shall continue to receive the benefits of that category until the employee changes classifications. Questions regarding the assigned category for any classification should be directed to Human Resources.

COMPENSATION PLAN

NEW HIRES

Employees hired into an M-Plan position from outside of UMC employment shall normally serve up to a one (1) year initial probationary period but may be removed after six (6) months at the department head's discretion. M-Plan participants are eligible for consideration for the allowable merit salary adjustment(s) and/or bonus(es) at the next salary adjustment or bonus review date after completion of the probationary period.

PROMOTIONS

Employees promoted into an M-Plan position, or from one M-Plan position to another, shall be eligible for a promotional increase as determined by the Chief Human Resources Officer or designee within the designated salary range. Increases in excess of fifteen percent (15%) shall be reviewed and approved at the discretion of the CEO. Promoted employees shall normally serve a qualifying period of up to six (6) months during which they will remain eligible for consideration for merit salary adjustment(s). Promoted employees will be eligible for bonus(es) after completion of the qualifying period (or bonus review date if promoting from another M-Plan position).

TRANSFERS

Employees transferring from one department to another department may serve a qualifying period of up to six (6) months as determined by the Division Head. The employee's salary does not change as a result of the transfer. While on a qualifying period, employees shall remain eligible for consideration for merit salary adjustment(s) and/or bonus(es).

DEMOTIONS

Employees demoting into another M-Plan position may serve a qualifying period of up to six (6) months as determined by the Division Head. The employee's salary must be within the new salary range. While on a qualifying period, employees shall remain eligible for consideration for merit salary adjustment(s) and/or bonus(es). M-Plan participants moving into a non-M-Plan covered position will be subject to an appropriate salary decrease, except

as approved by the CEO when it is determined that a salary decrease unfairly disadvantages the employee.

ANNUAL EVALUATIONS AND SALARY INCREASES

Within the parameters outlined in the New Hire, Promotion, Transfer, and Demotion sections of this document, employees included in the M-Plan shall be eligible for merit salary adjustment(s) and/or bonus(es) at the sole discretion of the CEO or the Division Heads, if designated by the CEO.

Merit salary adjustment(s)
Shall not exceed ten percent (10%) of an employee's base salary during any calendar year.

The annual evaluation cycle shall be based on a fiscal year (July 1 – June 30). All M-Plan employees shall have a common merit review date of September 1 unless otherwise established by the CEO. The total amount available for salary adjustments and bonuses shall be established annually as part of the normal budgetary process. Annual bonuses and merit increases are not guaranteed, and are subject to approval by the CEO. M-Plan Employees are not eligible for Cost of Living Adjustments (COLA), which are afforded to employees not appointed to the M-Plan and which have been determined in accordance with applicable collective bargaining agreements or UMC Human Resources Policy.

M-PLAN INCENTIVE BONUSES

M-Plan participants are eligible for an annual bonus based on a percentage of their base annual salary as follows:

- Category 01 = Target = 30%*
- Category 1 = Target = 15%
- Category 2 = Target = 10%
- Category 3 = Target = 5%

All bonus payments are less the appropriate withholdings. Except with respect to Category 01, the CEO has the authority to award the annual incentive bonus for M-Plan participants up to 150% of the identified target based on various factors, including but not limited to performance of annual goals as established by the Governing Board, and individual performance. All Category 1, Category 2 and Category 3 M-Plan employees shall have a common bonus review date of September 1 unless otherwise established by the CEO.

Example: A Category 2 participant with an annual salary of $100,000 is eligible for a $10,000 annual bonus. The CEO determines that based on personal achievement and performance on annual hospital goals, they will

award 150% of the identified target amount, thus the potential annual bonus for this individual is $15,000.

* - For Contract Employees in Category 01, the Governing Board has the authority to award the annual incentive to such Contract Employee in an amount up to 150% of the identified target based on an evaluation of board-approved performance goals established and reviewed at an open meeting of the UMC Governing Board. It is anticipated that applicable Contract Employees' merit and incentive bonus review will be completed as soon as reasonably practicable after the fiscal year end (and be retroactive to July 1 of the applicable year) so that the results of the evaluation can be used by the CEO to determine incentive bonus for Category 1, Category 2 and Category 3 M-Plan employees.

LONGEVITY

Employees appointed to a M-Plan position prior to July 1, 2003, shall upon completion of five (5) years of creditable service, receive an annual lump sum payment equal to 0.57 of one percent (.57%) for each year of service. The rules governing longevity benefits shall be consistent with those set forth in the current SEIU agreement. Employees hired into an M-Plan position after June 30, 2003 shall not be eligible for longevity pay.

Effective July 1, 2003, any employee promoted to an M-Plan position, is eligible for consideration for one of the following at the sole discretion of the CEO:

1) A lump sum payment upon appointment;
2) Adjustment of the employee's salary (within the salary range and the terms of this M-Plan policy); or
3) Retention of longevity pay.

BENEFITS PLAN

ADMINISTRATIVE LEAVE

Category 01 and 1: Six (6) days of administrative leave each calendar year.

Category 2: Employees shall accrue three (3) days of administrative leave each calendar year.

Category 3: One (1) day of administrative leave each calendar year.

Administrative leave must be used during the year accrued, has no cash value, is not paid out at termination, and cannot be carried over from year-to-year.

CONSOLIDATED ANNUAL LEAVE (CAL)

Accruals

Consolidated Annual Leave provides employees paid leave for purposes of holidays, vacation time, sick time, and/or time off work for personal and family matters.

M-Plan employees shall begin earning CAL at the following rates based on hours worked and benefits paid up to a maximum of 80 regular hours in each pay period.

Category 01 and 1: 37 days per calendar year
Category 2: 32 days per calendar year
Category 3: 27 days per calendar year

Employees accruing at less than the full rate of 37 days per year, move to the next accrual level upon reaching the months of service specified by Human Resources Policies and Procedures (i.e. at 49 months for 32 days and 109 months for 37 days).

CAL may not be accumulated in excess of 320 hours as of the employee's anniversary date. Employees with more than 320 hours of CAL accrued as of their anniversary data will receive a payout of the excess hours at their current base hourly rate (less appropriate withholdings) on the next full payroll cycle.

The rules governing the use of Consolidated Annual Leave time shall be consistent with those set forth by Human Resources Policies and Procedures.

Payout upon termination

All employees in the M-Plan will be paid for one hundred percent (100%) of their unused CAL up to 320 hours, upon separation from UMC service.

Sellback

Employees may submit a request to sell back any amount of unused accrued CAL hours as long as a minimum of sixteen (16) hours remain. The request must be made in accordance with Human Resources Policies and Procedures.

DEFERRED COMPENSATION

A Deferred Compensation Plan permits employees, on a voluntary basis, to have a portion of their salary withheld and invested on a tax-deferred basis. All M-Plan employees are eligible to participate in UMC's deferred compensation plans.

EXTENDED ILLNESS BANK (EIB)

Accruals

Employees shall accrue compensated leave time to be used in cases of extended illness or injury at the rate of 1.846 hours for each eighty (80) hours worked. Accruals will be based on hours worked and benefit hours paid up to a maximum of eighty (80) hours per pay period.

Extended illness is defined as any illness necessitating hospitalization as an inpatient, or an absence of the employee for outpatient surgery, excluding simple dental extractions or an employee's absence of more than 16 consecutive scheduled work hours.

There shall be a no maximum number of EIB hours an employee in the M-Plan can accumulate.

The rules governing the use of Extended Illness Bank leave time shall be consistent with those set forth by Human Resources Policies and Procedures.

Payout

After three (3) consecutive years in an M-Plan position, employees appointed to the M-Plan prior to July 1, 2016, will be paid for seventy-five percent (75%) of their unused EIB, upon separation from UMC service. In addition, such employees are eligible for an increased percentage above the seventy-five percent (75%) based on their years of service in an M-Plan position and the calculation outlined below.

After three (3) consecutive years in an M-Plan position, employees appointed to the M-Plan on or after July 1, 2016, will be paid for one-half (1/2) of his/her EIB accumulation upon separation. Employee's EIB buyout upon separation shall increase above fifty percent (50%) at the rate of one and one-half percent (1 ½ %) for each additional consecutive year of service in an M-Plan position above ten (10) through twenty (20) years of service. Employee's EIB buyout upon separation shall increase above sixty-five percent (65%) at the rate of three and one-half percent (3 ½ percent) for each additional consecutive year of service in an M-Plan position above 20 up to a maximum of 100% at 30 years of service.

INSURANCE

Life Insurance

UMC provides, at no cost to the employee, the following amounts of life insurance:

Category01, 1, and 2: Employees provided $50,000 basic life insurance and $50,000 accidental death insurance.

Category3: Employees provided $25,000 basic life insurance and $25,000 accidental death insurance.

Health/Dental/Vision Insurance

Health, dental and vision insurance is provided by the Clark County self-funded health benefits plan, and any other major carriers as determined by Clark County. These providers may change when the plan document is updated. Employees selecting to have group insurance, pay the following percentages of the total health, dental and vision premium per month:

Employee Only	5.5%
Employee and Spouse	10.0%
Employee and Children	7.0%
Employee and Family	10.5%

Unless covered by the Family and Medical Leave Act, employees are required to pay the full premium to continue receiving health, dental, and vision benefits when they are on leave without pay for more than thirty (30) calendar days

M-Plan employees hired prior to July 1, 2003 who are currently covered at the "employee only" level, will continue to have their premiums paid by UMC.

Long Term Disability Insurance

The County shall provide for a long-term disability insurance program, at benefit levels to be approved by the Board of County Commissioners, at no expense to the employee.

RETIREMENT GROUP INSURANCE

M-Plan employees are entitled to participate in a County program providing for contributions for group insurance upon retirement.

SECTION 125

A Section 125 Plan commonly referred to as a "Cafeteria Plan" or a "Flexible Benefits Plan" allows employees the option of pretax payroll deductions for some insurance premiums, unreimbursed medical expenses and child/dependent care expenses (up to the limits specified by plan documents).

SEVERANCE PAY

All severance payments are at the sole discretion of the CEO. Employees within their initial probationary period usually are not eligible for severance pay.

Category 01: Contract Employees may be eligible for severance in accordance with their employment agreement and Nevada law.

Category 1: Employees appointed or hired into the M-Plan under Category 1 MAY be eligible for up to a maximum of sixteen (16) weeks.

Category 2: Employees appointed or hired into the M-Plan under Category 2 MAY be eligible for up to a maximum of twelve (12) weeks.

Category 3: Employees appointed or hired into the M-Plan under Category 3 MAY be eligible for a maximum of eight (8) weeks.

TUITION REIMBURSEMENT

Reimbursement of tuition, up to the current University of Nevada at Las Vegas (UNLV) course rate, is available after successfully completing job-related college and/or technical courses according to UMC's Tuition Reimbursement Program.

CAR ALLOWANCE

Category 01 employees using their personal vehicle for UMC business may be eligible for a car allowance up to Five Hundred Dollars ($500.00) per month.

PARKING

M-Plan employees who pay for assigned parking will pay no more than $15.00 per month for such benefit.

AT-WILL

All M-Plan participants are considered at-will and serve at the pleasure of the CEO. Please refer to HR Policy #7 – "At-Will" Employment Policy for more information.

~~UNIVERSITY MEDICAL CENTER~~



MANAGEMENT COMPENSATION PLAN ("M-Plan")

(TBD)

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~~July 1, 2016~~

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The purpose of this manual is to set forth policies and procedures for those individuals appointed or hired into a classification covered by the M-Plan. Nothing in this document shall be construed as an employment contract or a guarantee of continued employment. Prior to implementation, these collective policies and procedures have been approved by the UMC Governing Board at a public meeting held pursuant to NRS 241.

COMPENSATION AND BENEFIT ELIGIBILITY

There are ~~three (3~~four (4) categories of benefits in the Management Compensation Plan. Employees are assigned to a category based on their classification as listed below:

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~~Management Category I~~
~~Administrative Chiefs~~
~~General Counsel~~

~~Management Category II~~
~~Associate Administrators~~
~~Assistant Chief Nursing Officers~~
~~Assistant Hospital Administrators~~
~~Executive Directors~~
~~Directors~~
~~Cost Center Managers~~

~~Management Category III~~
~~Assistant Directors~~
~~Managers at C41 grade and above~~

M-Plan categories	Titles
01	• Executive level C-Suite employee(s) with an employment contract approved by the Hospital Governing Board ("Contract Employee(s)") o *The provisions of this M-Plan will apply to all Contract Employees unless such terms contradict with a valid, board-approved employment contract, in which case the terms of the Contract Employee's employment contract will control to*

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	the extent allowed by applicable law.
1	• Administrative Chiefs • General Counsel
2	• Executive Administrators • Assistant Chief Nursing Officer • Assistant General Counsels • Executive Directors • Directors • Cost Center Managers
3	• Assistant Directors • Managers at grade C41 & above

The Chief Executive Officer ("CEO") shall determine the M-Plan category to which each classification of employee is assigned within these enumerated M-Plan categories ~~shall be determined by the Chief Executive Officer~~. Management employees in a classification assigned to a different category prior to the effective date of this plan, shall continue to receive the benefits of that category until the employee changes classifications. Questions regarding the assigned category for any classification should be directed to Human Resources.

COMPENSATION PLAN

NEW HIRES

Employees hired into an ~~Management Compensation~~ M-Plan position from outside of UMC employment shall normally serve up to a one (1) year initial probationary period ~~and~~but may be removed after six (6) months at the department head's discretion. M-Plan participants are eligible for consideration for the allowable merit salary adjustment(s) and/or bonus(es) at the next salary adjustment or bonus review date after completion of the probationary period.

PROMOTIONS

Employees promoted into an ~~Management Compensation~~ M-Plan position, or from one ~~Management Compensation~~ M-Plan position to another, shall be eligible for a promotional increase ~~of up to four percent (4%) of their base~~as determined by the Chief Human Resources Officer or designee within the designated salary~~.~~ range. Increases in excess of ~~four~~fifteen percent (~~4~~15%) shall be reviewed and approved at the discretion of the ~~Chief~~

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~~Executive Officer~~CEO. Promoted employees shall normally serve a qualifying period of up to six (6) months during which they will remain eligible for consideration for merit salary adjustment(s). Promoted employees will be eligible for bonus(es) after completion of the qualifying period (or bonus review date if promoting from another ~~Management Compensation~~ M-Plan position).

TRANSFERS

Employees transferring from one department to another department may serve a qualifying period of up to six (6) months as determined by the Division Head. The employee's salary does not change as a result of the transfer. While on a qualifying period, employees shall remain eligible for consideration for merit salary adjustment(s) and/or bonus(es).

DEMOTIONS

Employees demoting into another ~~Management Compensation Plan position~~M-Plan position may serve a qualifying period of up to six (6) months as determined by the Division Head. The employee's salary must be within the new salary range. While on a qualifying period, employees shall remain eligible for consideration for merit salary adjustment(s) and/or bonus(es). M-Plan participants moving into a non-M-Plan covered position will be subject to an appropriate salary decrease, except as approved by the CEO when it is determined that a salary decrease unfairly disadvantages the employee.

ANNUAL EVALUATIONS AND SALARY INCREASES

Within the parameters outlined in the New Hire, Promotion, Transfer, and Demotion sections of this document, employees included in the ~~Management Compensation~~ M-Plan shall be eligible for merit salary adjustment(s) and/or bonus(es) at the sole discretion of the ~~Chief Executive Officer~~CEO or the Division Heads, if designated by the CEO.

Merit salary adjustment(s)
Shall not exceed ~~nine~~ten percent (~~9~~10%) of an employee's base salary during any calendar year~~, and bonus(es)~~.

The annual evaluation cycle shall be based on a fiscal year (July 1 – June 30). All M-Plan employees shall ~~not exceed fifteen percent (15%) for Category 1; ten percent (10%) for Category 2 and five percent (5%) for Category 3~~have a common merit review date of ~~an employee's base salary during any calendar year.~~ September 1 unless otherwise established by the CEO. The total amount available for salary adjustments and bonuses shall be established annually as part of the normal budgetary process. Annual bonuses and merit increases are not guaranteed, and are subject to approval by the CEO. M-Plan Employees are not eligible for Cost of Living Adjustments (COLA), which are afforded to employees

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not appointed to the M-Plan and which have been determined in accordance with applicable collective bargaining agreements or UMC Human Resources Policy.

~~The~~ **M-PLAN INCENTIVE BONUSES**

M-Plan participants are eligible for an annual ~~evaluation cycle shall be~~ bonus based on a ~~calendar year (January~~percentage of their base annual salary as follows:

- Category 01 = Target = 30%*
- Category 1 ~~– December 31).~~ = Target = 15%
- Category 2 = Target = 10%
- Category 3 = Target = 5%

All ~~Management Compensation~~ bonus payments are less the appropriate withholdings. Except with respect to Category 01, the CEO has the authority to award the annual incentive bonus for M-Plan participants up to 150% of the identified target based on various factors, including but not limited to performance of annual goals as established by the Governing Board, and individual performance. All Category 1, Category 2 and Category 3 M-Plan employees shall have a common ~~merit~~bonus review date of ~~January~~September 1 unless otherwise established by the ~~Chief Executive Officer~~CEO.

~~All Management Compensation Plan employees shall have a common bonus review date of July 1 unless otherwise established by the Chief Executive Officer.~~

Example: A Category 2 participant with an annual salary of $100,000 is eligible for a $10,000 annual bonus. The CEO determines that based on personal achievement and performance on annual hospital goals, they will award 150% of the identified target amount, thus the potential annual bonus for this individual is $15,000.

* - For Contract Employees in Category 01, the Governing Board has the authority to award the annual incentive to such Contract Employee in an amount up to 150% of the identified target based on an evaluation of board-approved performance goals established and reviewed at an open meeting of the UMC Governing Board. It is anticipated that applicable Contract Employees' merit and incentive bonus review will be completed as soon as reasonably practicable after the fiscal year end (and be retroactive to July 1 of the applicable year) so that the results of the evaluation can be used by the CEO to determine incentive bonus for Category 1, Category 2 and Category 3 M-Plan employees.

LONGEVITY

Employees appointed to a ~~Management Compensation~~ M-Plan position prior to July 1, 2003, shall upon completion of five (5) years of creditable service, receive an annual lump

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sum payment equal to 0.57 of one percent (.57%) for each year of service. The rules governing longevity benefits shall be consistent with those set forth in the current SEIU agreement. Employees hired into an ~~Management Compensation~~ M-Plan position after June 30, 2003 shall not be eligible for longevity pay.

Effective July 1, 2003, any employee promoted to an ~~Management Compensation~~ M-Plan position, is eligible for consideration for one of the following at the sole discretion of the ~~Chief Executive Officer:~~CEO:

1) A lump sum payment upon appointment;
2) Adjustment of the employee's salary (within the salary range~~); or 3)~~ and the terms of this M-Plan policy); or
3) Retention of longevity pay.

BENEFITS PLAN

ADMINISTRATIVE LEAVE

Category ~~I: Employees shall accrue five (5~~**01 and 1:** Six (6) days of administrative leave each calendar year.

Category ~~II: Employees shall accrue two (~~**2:** Employees shall accrue three (3) days of administrative leave each calendar year.

Category 3: One (1) day of administrative leave each calendar year.

Administrative leave must be used during the year accrued, has no cash value, is not paid out at termination, and cannot be carried over from year-to-year.

CONSOLIDATED ANNUAL LEAVE (CAL)

Accruals

Consolidated Annual Leave provides employees paid leave for purposes of holidays, vacation time, sick time, and/or time off work for personal and family matters.

~~Management Compensation~~ M-Plan employees shall begin earning CAL at the following rates based on hours worked and benefits paid up to a maximum of 80 regular hours in each pay period.

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Category ~~I:~~ 01 and 1: 37 days per calendar year
~~———~~Category ~~II:~~ 2: 32 days per calendar year
~~———~~Category ~~III:~~ 3: 27 days per calendar year

Employees accruing at less than the full rate of 37 days per year, move to the next accrual level upon reaching the months of service specified by Human Resources Policies and Procedures (i.e. at 49 months for 32 days and 109 months for 37 days).

CAL may not be accumulated in excess of 320 hours as of the employee's anniversary date.

~~-~~Employees with more than 320 hours of CAL accrued as of their anniversary data will receive a payout of the excess hours at their current base hourly rate (less appropriate withholdings) on the next full payroll cycle.

The rules governing the use of Consolidated Annual Leave time shall be consistent with those set forth by Human Resources Policies and Procedures.

~~**Buyout**~~
Payout upon termination

All employees in the ~~Management Compensation~~ M-Plan will be paid for one hundred percent (100%) of their unused CAL up to 320 hours, upon separation from UMC service.

Sellback

~~Annually, on or before an employee's anniversary date, employees~~Employees may submit a request to sell back ~~up to 100~~any amount of unused accrued CAL hours ~~of CAL.~~as long as a minimum of sixteen (16) hours remain. The request must be ~~done~~made in accordance with Human Resources Policies and Procedures.

DEFERRED COMPENSATION

A Deferred Compensation Plan permits employees, on a voluntary basis, to have a portion of their salary withheld and invested on a tax-deferred basis. All ~~Management Compensation~~ M-Plan employees are eligible to participate in UMC's deferred compensation plans.

EXTENDED ILLNESS BANK (EIB)

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Accruals

Employees shall accrue compensated leave time to be used in cases of extended illness or injury at the rate of 1.846 hours for each eighty (80) hours worked. Accruals will be based on hours worked and benefit hours paid up to a maximum of eighty (80) hours per pay period.

Extended illness is defined as any illness necessitating hospitalization as an inpatient, or an absence of the employee for outpatient surgery, excluding simple dental extractions or an employee's absence of more than 16 consecutive scheduled work hours.

There shall be a no maximum number of EIB hours an employee in the ~~Management Compensation~~ M-Plan can accumulate.

The rules governing the use of Extended Illness Bank leave time shall be consistent with those set forth by Human Resources Policies and Procedures.

~~Buyout~~Payout

After three (3) consecutive years in ~~a Management~~ an M-Plan position, employees appointed to the ~~Management Compensation~~ M-Plan prior to ~~the effective date of this plan~~July 1, 2016, will be paid for seventy-five percent (75%) of their unused EIB, upon separation from UMC service. In addition, such employees are eligible for an increased percentage above the ~~seventyfive~~seventy-five percent (75%) based on their years of service in ~~a Management~~ an M-Plan position and the calculation outlined below.

After three (3) consecutive years in an ~~Management~~ M-Plan position, employees appointed to the ~~Management Compensation~~ M-Plan on or after ~~the effective date of this plan~~July 1, 2016, will be paid for one-half (1/2) of his/her EIB accumulation upon separation. Employee's EIB buyout upon separation shall increase above fifty percent (50%) at the rate of one and one-half percent (1 ½ %) for each additional consecutive year of service in ~~a Management~~ an M-Plan position above ten (10) through twenty (20) years of service. Employee's EIB buyout upon separation shall increase above sixty-five percent (65%) at the rate of three and one-half percent (3 ½ percent) for each additional consecutive year of service in ~~a Management~~ an M-Plan position above 20 up to a maximum of 100% at 30 years of service.

~~FINANCIAL COUNSELING SERVICES~~

~~All employees in the Management Compensation Plan may avail themselves of any UMC-sponsored financial planning programs.~~

INSURANCE

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Life Insurance

UMC provides, at no cost to the employee, the following amounts of life insurance:

Category ~~I & II~~01, 1, and 2: Employees provided $50,000 basic life insurance and $50,000 accidental death insurance.

Category ~~III~~3: Employees provided $25,000 basic life insurance and $25,000 accidental death insurance.

Health/Dental/Vision Insurance

Health, dental and vision insurance is provided by the Clark County self-funded health benefits plan, and any other major carriers as determined by Clark County. These providers may change when the plan document is updated. Employees selecting to have group insurance, pay the following percentages of the total health, dental and vision premium per month:

Employee Only	5.5%
Employee and Spouse	10.0%
Employee and Children	7.0%
Employee and Family	10.5%

Unless covered by the Family and Medical Leave Act, employees are required to pay the full premium to continue receiving health, dental, and vision benefits when they are on leave without pay for more than thirty (30) calendar days

~~Management~~ M-Plan ~~Employees~~employees hired prior to July 1, 2003 who are currently covered at the
"employee only" level, will continue to have their premiums paid by UMC.

Long Term Disability Insurance

The County shall provide for a long-term disability insurance program, at benefit levels to be approved by the Board of County Commissioners, at no expense to the employee.

~~**MISCELLANEOUS LEAVES**~~

~~Management Compensation Plan employees are entitled to miscellaneous leaves outlined in Human Resources Policies and Procedures (e.g. Jury Duty, Military Leave, Bereavement Leave, etc.).~~

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RETIREMENT GROUP INSURANCE

~~Management Compensation~~ M-Plan employees are entitled to participate in a County program providing for contributions for group insurance upon retirement.

SECTION 125

A Section 125 Plan commonly referred to as a "Cafeteria Plan" or a "Flexible Benefits Plan" allows employees the option of pretax payroll deductions for some insurance premiums, unreimbursed medical expenses and child/dependent care expenses (up to the limits specified by plan documents).

SEVERANCE PAY

~~Category I: Employees hired into the Management Compensation Plan prior to July 1, 2003, upon separation from UMC service, shall receive payment for one (1) week of base salary for each consecutive year of employment up to a maximum of twelve (12) weeks. Employees must be on the Management Compensation Plan at least one (1) year to qualify for this benefit. Effective July 1, 2003, employees appointed to the Management Compensation Plan, upon separation from UMC service, may be eligible for payment for up to twelve (12) weeks of base salary at the sole discretion of the Chief Executive Officer.~~

~~Category II: Employees hired into the Management Compensation Plan prior to July 1, 2003, upon separation from UMC service, shall receive payment for one (1) week of base salary for each consecutive year of employment up to a maximum of eight (8) weeks. Employees must be on the Management Compensation Plan at least one (1) year to qualify for this benefit. Effective July 1, 2003, employees appointed to the Management Compensation Plan, upon separation from UMC service, may be eligible for payment for up to eight (8) weeks of base salary at the sole discretion of the Chief Executive Officer.~~

~~Category III: Employees hired into the Management Compensation Plan prior to July 1, 2003, upon separation from UMC service, shall receive payment for one (1) week of base salary for each consecutive year of employment up to a maximum of six (6) weeks. Employees must be on the Management Compensation Plan at least one (1) year to~~

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~~qualify for this benefit. Effective July 1, 2003, employees appointed to the Management Compensation Plan, upon separation from UMC service, may be eligible for payment for up to six (6) weeks of base salary at the sole discretion of the Chief Executive Officer.~~ All severance payments are at the sole discretion of the CEO. Employees within their initial probationary period usually are not eligible for severance pay.

Category 01: Contract Employees may be eligible for severance in accordance with their employment agreement and Nevada law.

Category 1: Employees appointed or hired into the M-Plan under Category 1 MAY be eligible for up to a maximum of sixteen (16) weeks.

Category 2: Employees appointed or hired into the M-Plan under Category 2 MAY be eligible for up to a maximum of twelve (12) weeks.

Category 3: Employees appointed or hired into the M-Plan under Category 3 MAY be eligible for a maximum of eight (8) weeks.

TUITION REIMBURSEMENT

Reimbursement of tuition, up to the current University of Nevada at Las Vegas (UNLV) course rate, is available after ~~successful completion of~~successfully completing job-related college and/or technical courses ~~in accordance with~~according to UMC's Tuition Reimbursement Program.

CAR ALLOWANCE

Category 01 employees using their personal vehicle for UMC business may be eligible for a car allowance up to Five Hundred Dollars ($500.00) per month.

PARKING

M-Plan employees who pay for assigned parking will pay no more than $15.00 per month for such benefit.

AT-WILL

All M-Plan participants are considered at-will and serve at the pleasure of the CEO. Please refer to HR Policy #7 – "At-Will" Employment Policy for more information.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: Approve Fourth Amendment to Chief Executive Officer's Employment Agreement	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the amendment to UMC's CEO contract to coincide with the recommended M-Plan revisions the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

No increase to current base compensation. Merit and incentive compensation pursuant to annual evaluation by the Governing Board. Funds to cover for compensation, benefits, and any increases will be budgeted.

BACKGROUND:

On December 17, 2014, the Governing Board approved the CEO's Employment Agreement setting forth the length of employment, as well as the compensation and benefits of Mason VanHouweling. Subsequently, on June 24, 2015, the First Amendment to the CEO's Employment Agreement was effective and deleted and replaced Schedule B to the Employment Agreement to allow for a new set of performance objectives and related timeframes for evaluation.

On August 23, 2017, the Second Amendment to the CEO's Employment Agreement was effective and extended the length of the Employment Agreement to June 30, 2022. The Second Amendment resulted in no increase to the current base salary other than annual merit increases for the duration of the contract period, along with changes to the time periods for evaluation and payment of any earned incentive compensation. In addition, the process for the determination of annual goals was addressed.

On January 27, 2021, the Third Amendment to the CEO's Employment Agreement extended the length of the Employment Agreement to June 30, 2025. In consideration for extension of the Employment Agreement, UMC purchased twenty-four (24) months of service credits in the Public Employee Retirement System of Nevada ("PERS") on the CEO's behalf upon the terms and he schedule set forth therein.

This Fourth Amendment incorporates the CEO as a "Contract Employee" in the M-Plan as "Category 01" for purposes of the enumerated benefits and incentive compensation provision. In the event of any conflict, the terms of the Employment Agreement are to control.

Cleared for Agenda
March 30, 2022

Agenda Item #
19

FOURTH AMENDMENT
EMPLOYMENT AGREEMENT

THIS FOURTH AMENDMENT, effective _____, 2022 ("Fourth Amendment"), is made by and between, W. Mason Van Houweling, (hereinafter referred to as "VANHOUWELING"), and University Medical Center of Southern Nevada, acting by and through its Governing Board (hereinafter referred to as "UMC").

WHEREAS, the parties entered into the Employment Agreement effective on December 5, 2014 (hereinafter "Agreement").

WHEREAS, the parties executed the First Amendment to the Agreement effective June 24, 2015.

WHEREAS, the parties executed the Second Amendment to the Agreement effective August 23 2017.

WHEREAS, the parties executed the Third Amendment to the Agreement effective January 27, 2021.

WHEREAS, the parties hereto desire to amend the Agreement to incorporate M-Plan benefits as part of the Agreement, as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Agreement, the parties agree as follows:

1. Delete the second and third sentences of Section 4.01 in their entirety.

2. Delete Section 4.03 in its entirety and replace it with the following:

   Section 4.03. M-PLAN BENEFITS/INCENTIVE BONUS. VANHOUWELING is also eligible to receive certain employment benefits in accordance with the UMC Management Compensation Plan policy (the "M-Plan"), which is hereby incorporated by reference. Such benefits include payment of an annual incentive bonus based on successful completion of certain mutually agreed upon fiscal year performance objectives, which are to be determined in writing to coincide with the start of a new fiscal year. All incentive compensation under this Section 4.03 is subject to any applicable Federal withholdings and any other legally required or requested deductions. VANHOUWELING must be employed by UMC at the time the bonus is paid pursuant to this Section 4.03; provided however, in the event this Agreement did not terminate earlier and upon the expiration of the term of the Agreement, this Section 4.03 will survive such expiration for purposes of processing the incentive bonus to VANHOUWELING for Fiscal Year 2025. The parties acknowledge

DRAFT

and agree that in the event of any conflict between the M-Plan document and VANHOUWELING's Agreement, the terms of this Agreement shall control.

3. Except as expressly amended in this Fourth Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed.

Employee	Hospital Governing Board, University Medical Center of Southern Nevada
_____	_____
W. Mason Van Houweling	John F. O'Reilly, Chairman

DRAFT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Petitioner: Mason VanHouweling, Chief Executive Officer

Recommendation:

That the Governing Board recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the settlement in the matter of District Court Case No. A-17-758800-C, entitled *Dominador Corpuz, et al. v. University Medical Center of Southern Nevada, et al*; and authorize the Chief Executive Officer to execute any necessary settlement documents. (For possible action)

FISCAL IMPACT:

Fund #: 7640.000
Fund Center: 3000867500

Fund Name: UMC Malpractice and Liability Fund
Amount: $300,000.00

BACKGROUND:

Dominandor Corpuz, Estrelita Corpuz, and the Estate of Derall Corpuz ("Plaintiffs") commenced a professional negligence and strict products liability action in Clark County District Court on July 21, 2017, against University Medical Center of Southern Nevada ("UMC"), three (3) UMC employees, and numerous pharmaceutical manufacturers and distributors. Subsequent to the commencement of the action, various Defendants were dismissed from the action while other Defendants were added to the action. Thereafter, all remaining non-UMC Defendants ultimately settled with Plaintiffs.

In order to resolve the District Court action against UMC and the UMC employees who remain as Defendants, UMC seeks approval to settle the action for the total amount of Three Hundred Thousand Dollars ($300,000.00), inclusive of all attorney's fees and costs, with no admission of wrongdoing, and to mitigate the unknown costs of protracted litigation. The settlement is recommended by UMC Administration, UMC retained litigation counsel, and UMC's Office of General Counsel.

Cleared for Agenda
March 30, 2022

Agenda Item #
20

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Ethics Training**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive Ethics training from Ross E. Armstrong Esq., Executive Director of Nevada Commission on Ethics; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive Ethics Training from Ross E. Armstrong, Esq.

Cleared for Agenda
March 30, 2022

Agenda Item #
21

NEVADA COMMISSION ON ETHICS

BRIEF OVERVIEW PREPARED FOR UMC GOVERNING BOARD

STATUTORY AND REGULATORY AUTHORITY

- Chapter 281A Nevada Revised Statutes – Nevada Ethics Law
- Chapter 281A Nevada Administrative Code – Ethics Regulations

THREE MAJOR FUNCTIONS OF THE ETHICS COMMISSION

1. Education and Outreach about Nevada's Ethics Law
2. Provide Advisory Opinions to public officers and employees about Nevada's Ethics Law
3. Receive and process Complaints alleging violations of Nevada's Ethics Law

KEY ETHICS TERMS

- Public Officer – Position in Nevada Constitution, Nevada Law, local government charter or ordinance or listed in NRS 281A.182
- "Commitment in a Private Capacity" – special relationship
  - Spouse/domestic partner
  - Member of household
  - Related by third degree of consanguinity
  - Employer of individual or their spouse/partner/household member
  - Substantial and continuing business interest
  - "Substantially similar" to any of the above

Clark County Ordinance

Chapter 3.74

- "Pecuniary interest" – any beneficial or detrimental interest in a matter that consists of or is measured in money or otherwise related to money

NEVADA ETHICS LAW OR NOT?

Nevada Ethics Law



Not Nevada Ethics Law



WHO IS COVERED IN THE JURISDICTION OF THE ETHICS COMMISSION?

Nevada Ethics Law

- Public Officers (position in Nevada Constitution, Nevada Law, local government charter or ordinance, or listed in NRS 281A.182)
- Public Employees
- Some cases – former public officers/employees

Not Nevada Ethics Law

- Private individuals
- Private business, companies, or organizations
- Public agencies as in "the agency violated the ethics law"

WHAT TYPES OF CONDUCT FALLS UNDER THE JURISDICTION OF THE ETHICS COMMISSION?

Nevada Ethics Law

- Conduct within the last two years
- Conduct that is expressly prohibited by a statute found in NRS Chapter 281A

Not Nevada Ethics Law

- Conduct older than two years
- Allegations of harassment or other activity covered by Equal Employment Opportunity Commission or Nevada Equal Rights Commission
- Other employment related grievances
- Local or other agency ethics rules that are not found in NRS Chapter 281A

WHAT TYPES OF CONDUCT FALLS UNDER THE JURISDICTION OF THE ETHICS COMMISSION? SOME EXAMPLES

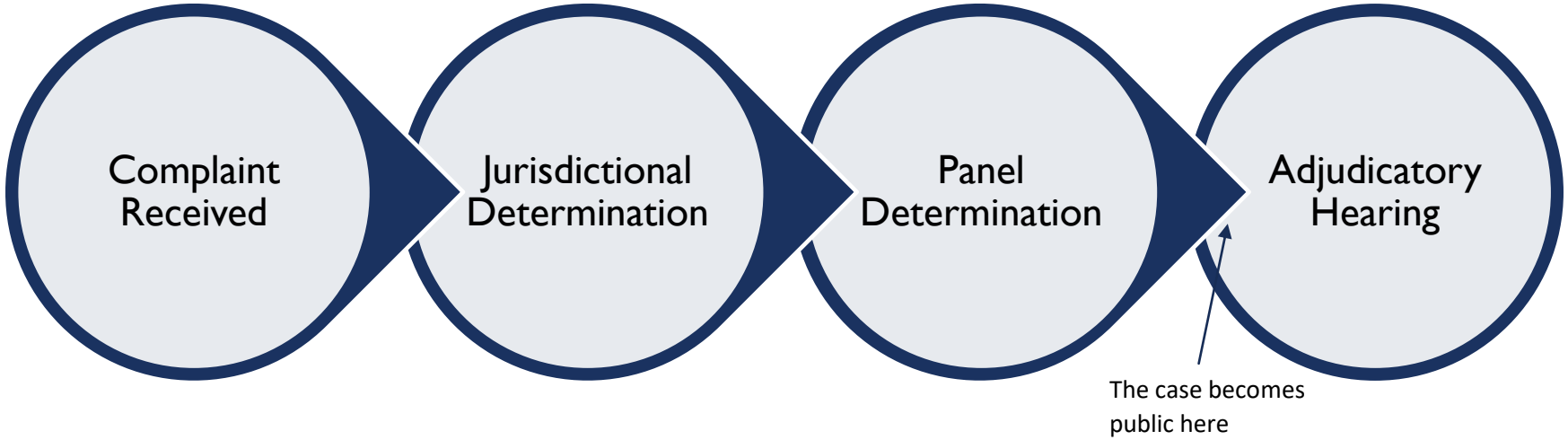
Nevada Ethics Law

- UMC employee uses their government equipment to operate a private business from their government office
- UMC Governing Board Member fails to disclose and abstain when voting on a matter that financially benefits her wife
- Former UMC Doctor gets paid to lobby the county agency he worked for in violation of the "cooling off" period

Not Nevada Ethics Law

- Receptionist in emergency department being rude to a citizen at the front desk
- Hospital department manager sexually harassing a member of his work team
- Nurse employee violating a city ethics rule that is not found in NRS 281A
- UMC Governing Board member votes in a way that a constituent doesn't like

BASIC COMPLAINT PROCESS



WHAT ACTION CAN THE ETHICS COMMISSION TAKE IN RESPONSE TO A VIOLATION

Nevada Ethics Law

- Monetary penalties
- Stipulated agreements to require education, practice changes, or mandate public apologies
- Issue Letter of Instruction or Caution
- Petition for removal of the public officer or employee
- Admonish or reprimands
- Refer to other appropriate authorities

Not Nevada Ethics Law

- File an injunction to prevent a public officer from taking an action
- Any criminal sanctions or remedies including sentencing a person to jail or prison

DISCLOSURE AND ABSTENTION – NRS 281A.420

What is disclosure? 281A.420(1)

- When?
  - Acceptance of gift of loan
  - Significant pecuniary interest
  - Reasonably be affected by private commitment
  - Former lobbying
- How?
  - "sufficient to inform the public of the potential effect of the action or abstention"
  - In public and to the chair and other members

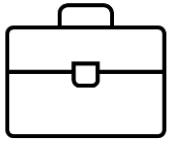
When does someone need to abstain? 281A.420(3)

- "the independence of judgment of a reasonable person in the public officer's situation would be materially affected by" 1) gift or loan, 2) significant pecuniary interest, or 3) private commitment
- Presumption in favor or participation found in NRS 281A.420(4)

5 TIPS FOR COMPLIANCE

1. Read through the ethics statutes each time you sign an acknowledgement of ethical standards
2. Maintain a list of individuals or entities to which you have a "commitment in a private capacity"
3. Review any agendas where you have action items beforehand to identify potential conflicts of interest
4. Consult with legal counsel who can search prior opinions
5. Request an advisory opinion




CONTACT INFO

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Supply Chain Update**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and discuss the Governing Board 2022 Action Plan, to include an update on the global supply chain challenges and the effects on UMC; and take any action deemed appropriate. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

Review and discuss the issues related to the global supply chain and the effects it has had on UMC.

Cleared for Agenda
March 30, 2022

Agenda Item #
22

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Human Resources and Executive Committee**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Human Resources and Executive Committee; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the March 14, 2022 Governing Board Human Resources and Executive Committee meeting.

Cleared for Agenda
March 30, 2022

Agenda Item #
23

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Audit and Finance Committee**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Audit and Finance Committee and discuss 2022 initiatives; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the February 16, 2022 Governing Board Audit and Finance Committee meeting and discuss 2022 initiatives.

Cleared for Agenda
February 23, 2022

Agenda Item #
24

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Report for February FY22 Update**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive the monthly financial report for February FY22; and take any action deemed appropriate

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive the February FY22 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
March 30, 2022

Agenda Item #
25

UNIVERSITY MEDICAL CENTER

February 2022 Financials

KEY INDICATORS – FEB

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	18,711	14,962	25.06%	14,884	3,827	25.71%
Total Admissions	1,608	1,698	(5.28%)	1,452	156	10.74%
Observation Cases	1,007	1,041	(3.27%)	1,041	(34)	(3.27%)
AADC	668	534	25.06%	532	137	25.71%
ALOS (Admits)	8.15	5.88	38.55%	6.99	1.16	16.55%
ALOS (Obs)	1.42	1.42	(0.40%)	1.42	(0.01)	(0.40%)
Hospital CMI	2.03	1.84	10.30%	2.15	(0.12)	(5.53%)
Medicare CMI	2.07	1.87	10.47%	2.11	(0.04)	(1.98%)
IP Surgery Cases	738	699	5.58%	676	62	9.17%
OP Surgery Cases	468	472	(0.85%)	534	(66)	(12.36%)
Transplants	10	11	(9.09%)	11	(1)	(9.09%)
Total ER Visits	7,936	7,834	1.30%	6,890	1,046	15.18%
ED to Admission	8.43%	-	-	8.21%	0.22%	-
ED to Observation	12.55%	-	-	14.18%	(1.63%)	-
ED to Adm/Obs	20.98%	-	-	22.39%	(1.41%)	-
Quick Cares	12,345	14,843	(16.83%)	10,323	2,022	19.59%
Primary Care	5,454	5,752	(5.18%)	5,192	262	5.05%
Deliveries	99	107	(7.48%)	94	5	5.32%

SUMMARY INCOME STATEMENT – FEB

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	$69,313,327	$57,726,423	$11,586,904	20.07%
Net Patient Revenue as a % of Gross	20.57%	17.95%	2.61%	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$73,293,518	$59,859,017	($13,434,501)	(22.44%)

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	($3,980,191)	($2,132,594)	($1,847,596)	(86.64%)
Add back: Depr & Amort.	$2,140,555	$2,224,662	$84,108	3.78%
Tot Inc from Ops plus Depr & Amort.	**($1,839,636)**	**$92,068**	**($1,931,704)**	**(2,098.13%)**

SUMMARY INCOME STATEMENT – YTD FEB

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	$546,036,779	$458,801,934	$87,234,845	19.01%
Net Patient Revenue as a % of Gross	19.21%	17.44%	1.78%	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$546,755,104	$491,333,844	($55,421,260)	(11.28%)

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	($718,325)	($32,531,910)	$31,813,585	97.79%
Add back: Depr & Amort.	$17,031,503	$17,849,604	$818,102	4.58%
Tot Inc from Ops plus Depr & Amort.	**$16,313,178**	**($14,682,306)**	**$30,995,483**	**211.11%**

SALARY & BENEFIT EXPENSE - FEB

	Actual	Budget	Variance	% Variance
Salaries	$27,807,911	$22,266,533	($5,541,378)	(24.89%)
Benefits	$10,720,047	$10,645,019	($75,029)	(0.70%)
Overtime	$1,881,281	$737,144	($1,144,137)	(155.21%)
Contract Labor	$2,959,006	$801,973	($2,157,033)	(268.97%)
TOTAL	**$43,368,245**	**$34,450,669**	**($8,917,577)**	**(25.89%)**

EXPENSES - FEB

	Actual	Budget	Variance	% Variance
Professional Fees	$3,452,200	$3,618,774	$166,574	4.60%
Supplies	$14,728,492	$11,017,639	($3,710,853)	(33.68%)
Purchased Services	$6,620,304	$5,587,454	($1,032,850)	(18.49%)
Depreciation & Amortization	$2,140,555	$2,224,662	$84,108	3.78%
Repairs & Maintenance	$728,323	$672,849	($55,475)	(8.24%)
Utilities	$377,692	$257,529	($120,163)	(46.66%)
Other Expenses	$1,248,525	$1,271,946	$23,421	1.84%
Rental/Leases	$629,181	$757,495	$128,314	16.94%
Total Other Expenses	**$29,925,273**	**$25,408,349**	**($4,516,924)**	**(17.78%)**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**UNLV School of Medicine Dean's Update**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV, Las Vegas; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the Kirk Kerkorian, School of Medicine at UNLV, Las Vegas School of Medicine.

Cleared for Agenda
March 30, 2022

Agenda Item #
26

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**UNLV School of Medicine Dean's Update**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update from Kate Martin, MD, MPH, MBA, Associate Dean for Graduate Medical Education at the Kirk Kerkorian School of Medicine at UNLV, Las Vegas; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Kate Martin, Associate Dean of the Kirk Kerkorian, School of Medicine at UNLV, Las Vegas.

Cleared for Agenda
March 30, 2022

Agenda Item #
27

KIRK KERKORIAN SCHOOL OF MEDICINE | UNLV

GME Update

Kate Martin, MD, MPH, MBA, MS

Associate Dean for Graduate Medical Education (GME) & DIO

Professor of Family Medicine

March 30, 2022

Match Day 2022!!!





The Making of a Doctor



4-5 years



4 years

Match Day - Year 4

Residency Program (GME)

3+ years

The Matching Process

Application for Training



Applicants do not apply to programs through the NRMP.

Most programs use the ERAS application or, if not, they provide their own applications.

Applicant Interviews



Programs determine the criteria for applicant eligibility and interviews.



NRMP Runs the Matching Algorithm

The algorithm matches applicants and programs to their most preferred ranked choices to make the best possible match for all participants.

NRMP REGISTRATION

Applicants Register for the Match in the R3 System

Registration dates vary by Match.

Applicants must register by the specified deadline.

RANKING

Programs and Applicants Submit Rank Order Lists Through R3



Applicants rank their true preferences in order of their most preferred program(s). Rank Order Lists must be certified by the deadline.

MATCH RESULTS

Applicants and Programs Receive Match Results



Once matched, applicants and programs have entered into a binding commitment.

Unmatched applicants and programs may participate in SOAP (Supplemental Offer and Acceptance Program).

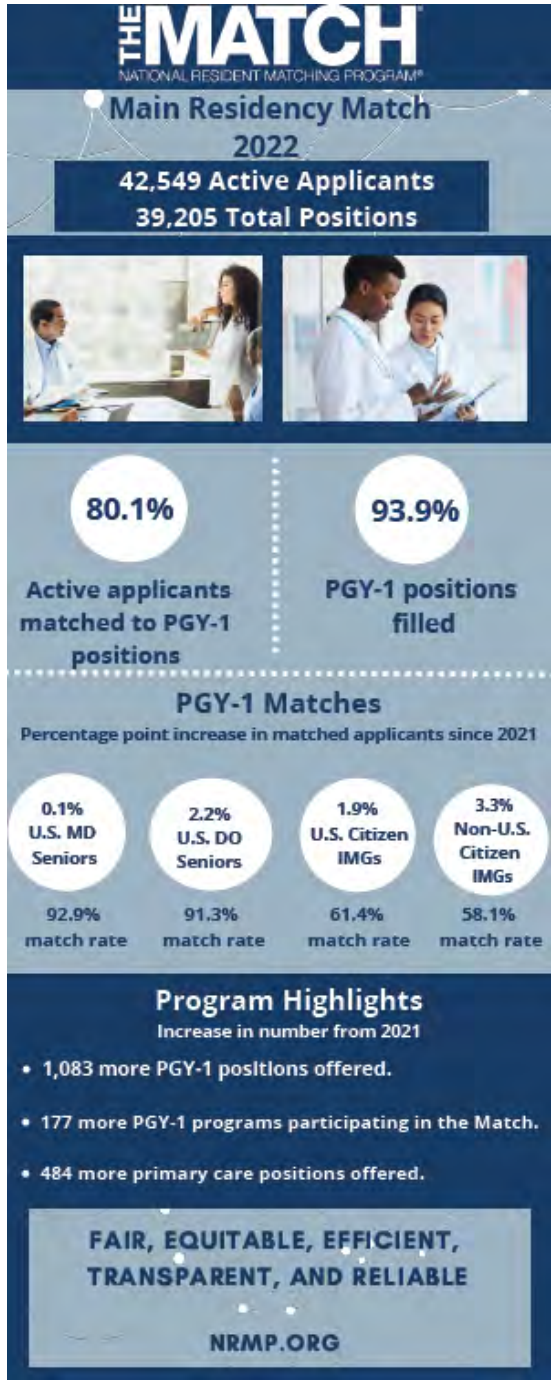
For Fellowship participants, unmatched applicant and unfilled program lists are provided so applicants and programs can fill remaining positions.

THE MATCH
NATIONAL RESIDENT MATCHING PROGRAM®

“SOAP ‘til you Match!”

- On the Monday of Match Week, programs and applicants are notified if they matched/filled
- Unmatched applicants and unfilled programs enter the SOAP
- Supplemental Offer and Acceptance Program = “SOAP”
- Multiple SOAP rounds can take place to match remaining applicants with unfilled programs
- **Possible Scenario:** A medical student who had initially applied to ob/gyn or emergency medicine may change specialties at this point in their quest to secure a residency position.

National Match Results-2022

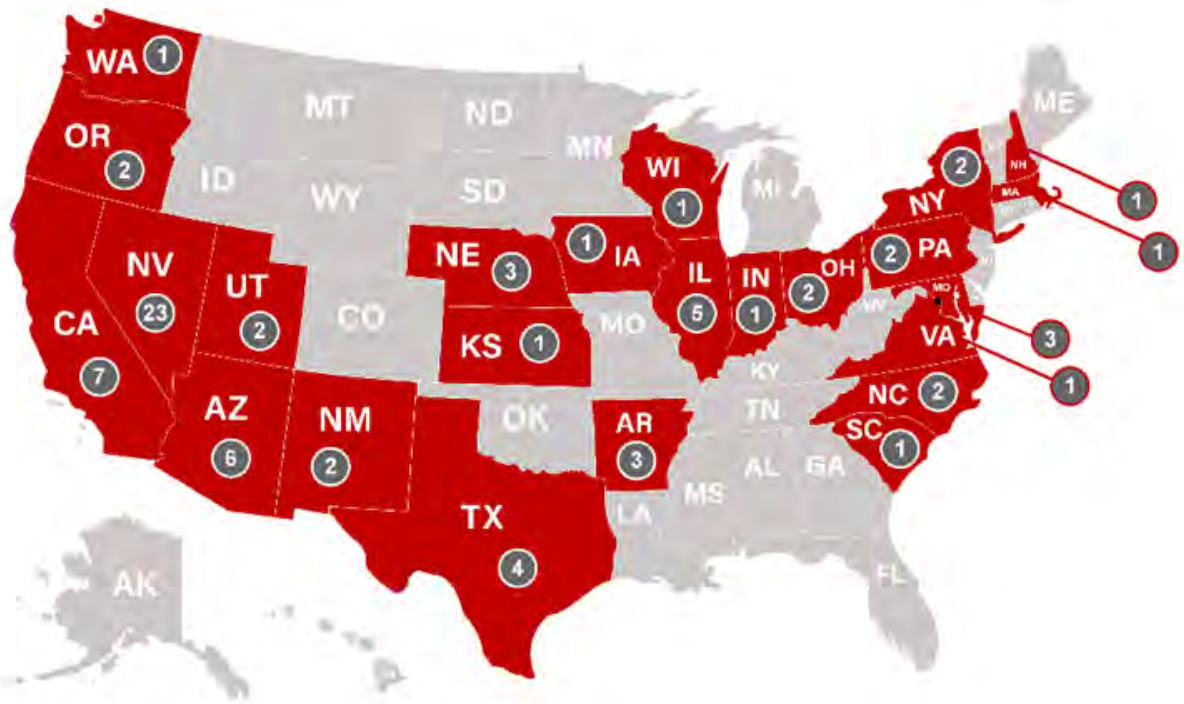


KSOM GME Match Results-2022

KIRK KERKORIAN SCHOOL OF MEDICINE | UNLV

WHO MATCHED WITH US

Arizona 6
Arkansas 3
California 7
Illinois 5
Indiana 1
Iowa 1
Kansas 1
Maryland 3
Massachusetts 1
Nebraska 3
Nevada 23
New Hampshire 1
New Mexico 2
New York 2
North Carolina 2
Ohio 2
Oregon 2
Pennsylvania 2
South Carolina 1
Texas 4
Utah 2
Virginia 1
Washington 1
Wisconsin 1
International 7



KSOM GME Programs

RESIDENCY	FELLOWSHIP
Emergency Medicine	Acute Care Surgery and Critical Care Surgery
Family Medicine	Cardiovascular Medicine
Family Medicine - Rural	Child and Adolescent Psychiatry
General Surgery	Critical Care Medicine
Internal Medicine	Endocrinology, Diabetes, and Metabolism
Obstetrics and Gynecology	Forensic Psychiatry
Orthopaedic Surgery	Gastroenterology
Otolaryngology	Geriatric Medicine
Pediatrics	Pediatric Emergency Medicine
Plastic Surgery	Pulmonary and Critical Care Medicine
Psychiatry	Sports Medicine

How does GME work? (in 30 seconds or less)

- UNLV is the Sponsoring Institution for GME
  - Overseeing program accreditation, monitoring performance of trainees, and providing faculty development
- UMC is the primary teaching hospital for UNLV
  - Offering valuable clinical experiences, funding the trainees and their faculty teaching time
- Both work in tandem to ensure a safe environment for patient care, promote research/scholarly opportunities, and contribute to the community's physician workforce

Questions?



Thank you!



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **CEO Update**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Mason VanHouweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda
March 30, 2022

Agenda Item #
28

UMC
UNIVERSITY MEDICAL CENTER

CEO Update
March 2022

CEO Update

- Pancreas approved
- Re*VITAL*ize UMC – reviewing proposals
- Screening tables will convert to UMC Concierge Services
- Elevator refurbishment complete
- EP lab running – 12 cases over the past two weeks
- Leapfrog
- Incentive pay
- Budget preparation process
- Doctors' Day
  - Ambulatory Care Breakfast and Awards – March 31st at 7:00 am
- UMC Evening of Hope Gala – October 20th at Wynn


UMC
UNIVERSITY MEDICAL CENTER
LIONS BURN CARE CENTER
AUTHENTIC
GENUINE


UMC
UNIVERSITY MEDICAL CENTER
CERTIFICATE OF APPRECIATION
Lindsay Willings
CERTIFICATE OF APPRECIATION
Alissa Holt
CERTIFICATE OF APPRECIATION
Derek Schier
CERTIFICATE OF APPRECIATION
Greg N. Sorenson
CERTIFICATE OF APPRECIATION
Robert Rodgers
AUTHENTIC
GENUINE

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Emerging Issues**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
March 30, 2022

Agenda Item #
29

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Closed Door Session**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board go into closed session pursuant to NRS 450.140(3), to discuss new or material expansion of UMC's health care services and hospital facilities; and direct staff accordingly. *(For possible action)*

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
March 30, 2022

Agenda Item #
30