



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** September 28, 2023

RE: Architectural and Engineering Design *Agreement between Southern Nevada Health District and Broyles International, LLC*

PETITION #07-24

That the Southern Nevada District Board of Health *approve the Architectural and Engineering Design Agreement between the Southern Nevada Health District and Broyles International LLC for installation of an elevator and buildout of 2nd floor mezzanine.*

PETITIONERS:

Fermin Leguen, MD, MPH, *District Health Officer* 
Kim Saner, *Deputy District Health Officer- Administration* 
Sean Beckham, *Chief Facilities Officer* 

DISCUSSION:

SNHD proposes to install an elevator allowing access to the 2nd floor mezzanine and buildout four offices, two restrooms and modify the existing breakroom. Broyles will provide construction drawings for this project.

FUNDING:

The cost of the architectural and engineering service is \$21,710. General fund.



**PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
BROYLES INTERNATIONAL, LLC
DOING BUSINESS AS
IZ DESIGN STUDIO
C2400034**

THIS PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Southern Nevada Health District (“Health District”) and Broyles International, LLC doing business as IZ design studio (“Architect”) (individually “Party” and collectively “Parties”).

WHEREAS, pursuant to Nevada Revised Statutes (NRS) Chapter 439, Health District is the public health authority for Clark County, Nevada with jurisdiction over all public health matters therein;

WHEREAS, Health District requires the architectural and engineering services (“Architectural Services” or “Services”) of an architectural and engineering design firm to renovate 3,000 square feet of existing mezzanine level office space located at 280 S. Decatur Blvd, Las Vegas, 89107, and adding an elevator to the mezzanine level from the first floor (the “Project”);

WHEREAS, Architect is an architectural and engineering firm with design-build, program management, and sustainable design experience and expertise in the private and public sectors and desires to provide such Services to Health District;

WHEREAS, Health District and Architect desire to provide in writing a full statement of their respective rights and obligations in furtherance of the above described purposes; and

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

- 1) **TERM, TERMINATION AND AMENDMENT.** This Agreement shall be effective from October 19, 2023 through January 31, 2025 unless sooner terminated by either Party as set forth in this Agreement.
 - 1.01 This Agreement may be terminated by either Party prior to the date set forth in this Section 1, provided that termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause. Termination for cause will eliminate the thirty (30) day waiting period described in Subsection 1.01.
 - 1.03 Upon termination, Architect will be entitled to payment for services actually provided prior to date of termination and for which Architect has submitted an

invoice but has not been paid. Final payment is contingent upon submission of all work to-date and the return of all Health District documents, data, and any other materials provided or received in furtherance of this Agreement.

- 1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason state and/or federal funding ability, or private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
- 1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) INCORPORATED DOCUMENTS. The Services to be performed and the consideration therefore shall be specifically described in the attachments to this Agreement, which are expressly incorporated into and are specifically a part of this Agreement, as follows:

ATTACHMENT A: Scope of Work
ATTACHMENT B: Payment
- 3) COMPENSATION. Architect shall complete the Services in a professional and timely manner and consistent with the Scope of Work outlined in Attachment A, attached hereto. Architect will be reimbursed for expenses incurred as provided in Attachment B: Payment. Payments made to Architect are not-to-exceed \$61,600.
- 4) ARCHITECT RESPONSIBILITIES.
 - 4.01 In providing professional services required to fulfill the pre-construction phase and additional design obligations of this Agreement, including, but not limited to, programming, schematic design, design development and construction documents, as more fully described in Attachment A. Architect will:
 - a) Use Architect's best efforts, skill, judgment, and abilities to perform services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project.
 - b) Provide sufficient personnel to accomplish Basic Architect Services in a timely manner.
 - c) Coordinate other professional services as necessary for the complete performance of Architect's obligations under this Agreement;
 - d) Review with Health District, as applicable, alternative approaches to Project design and construction.
 - e) Submit copies of construction documents to contractor(s) of Health District's choice for a construction bid estimate, and assist Health District in evaluating these estimates.
 - f) Be responsible for the accuracy and adequacy of the plans and promptly correct any known or discovered error, omission, or other defect in the plans, drawings,

specifications, or other Services provided by Architect without any additional cost or expense to Health District.

- g) Advise Health District in writing when it is aware of any conflicts, errors, omissions in the Architectural Basic Services documents or defects in construction of the Project.
 - h) Designate a representative primarily responsible for Architect's Services under this Agreement. The designated representative:
 - (i) Will act on behalf of Architect with respect to all phases of Architect's Services and shall be available as required for the benefit of the Project and Health District.
 - (ii) Will attend, upon request, Health District's scheduled Project progress and Board meetings providing updates of the Project status including schedule, costs, quality, and changes.
 - (iii) Will not be changed without prior Health District's approval, which approval shall not be unreasonably withheld.
 - i) Will carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, with a minimum limit of \$2,000,000 per occurrence, accident, or claim, for CGL, CAL, and E&O, respectively. The fees for such insurance will be at Architect's expense. Upon request, Architect will deliver a Certificate of Insurance indicating the expiration date, and existence, of the professional liability insurance.
 - j) Identify to Health District the employees and other personnel that will be assigned to the Project including the applicable rate and any consultants that will be performing services for the Project.
 - (i) Architect will not remove or replace the persons or entities assigned to the Project without Health District's written consent, which consent shall not be unreasonably withheld.
 - (ii) Health District will be a beneficiary of any third-party contracts entered into in furtherance of this Project. Third-party contracts will contain a provision making Health District a third-party beneficiary and will require the same professional error and omissions insurance and commercial general insurance required of Architect.
 - (iii) If changed during the course of the Project, Architect will promptly update the list of persons and consultants.
- 5) BOOKS AND RECORDS. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and

regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Policy, or at least a minimum of five (5) years; whichever is longer from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial proceedings which may ensue.

5.01 Health District shall, at all reasonable times, have access to Architect's records, calculations, presentations and reports relating to this Agreement for inspection and reproduction.

6) HEALTH DISTRICT RESPONSIBILITIES.

6.01 Health District will:

- a) Provide Architect with a full description of the requirements of the Project.
- b) Review the Architect's drawings, specifications and other documents of service produced by Architect's in the performance of its obligations under this Agreement, as required.
- c) Notify Architect of any design fault or defect in Architect's Services or Design Services Documents of which Health District becomes aware.
- d) Provide required information, approvals, and decisions as expeditiously as necessary for the orderly progress of Architect's services.
- e) Designate the Facilities Manager to act on Health District's behalf with respect to Project. Health District representative:
 - (i) Gives Architect written notice of any change in the Project quality and scope.
 - (ii) Has authority to give general direction to Architect.
 - (iii) Approves and initiates any change orders.
 - (iv) Authorizes Architect to perform special services.

7) CHANGE ORDERS. Prior to commencement of any additional services, Architect will notify Health District of any time delays and additional fees that may be incurred.

8) OWNERSHIP. All Design Services Documents prepared by Architect are to be used solely for this Project and the Architect shall be deemed the author for copyright.

8.01 Health District will have ownership of all documents and will be provided copies upon request.

8.02 Health District will have an irrevocable license to:

- a) Use, reproduce or make derivative works from these documents for any renovations, maintenance, or remodeling of the Project; and

- b) Use and reproduce the image of the Project and to reproduce documents and data obtained within the documents.
- 9) DISPUTE RESOLUTION. If any dispute arises out of or relates to this Agreement, or breach thereof, and if said dispute cannot be settled through direct discussions, the Parties agree to mediation under the American Arbitration Association or JAMS construction rules and procedures before having recourse to a judicial forum. No written or oral representation made during the course of any mediation shall be deemed a Party admission.
- 10) STATUS OF PARTIES; INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of Services pursuant to this Agreement. In the performance of such Services, Architect and any person employed by or contracted with Architect shall at all times act as and be an independent contractor, and not an employee or agent of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, co-employment or joint employment, or other affiliation or like relationship between the Parties.
- 10.01 Architect has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Architect in the performance of the services hereunder. Architect shall be solely responsible for 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.
- 11) MUTUAL COOPERATION. The Parties shall fully cooperate with one another in the furtherance of this Agreement, and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.
- 11.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 12) NON-EXCLUSIVITY. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, Architect may perform services for any other clients, persons, or companies as Architect sees fit, so long as the performance of such services does not interfere with Architect's performance of obligations under this Agreement, and do not, in the opinion of Health District, create a conflict of interest.
- 13) CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or personally identifiable information will be shared with Architect during the course of this Agreement. Accordingly, no Business Associate Agreement is required.
- 14) COMPLIANCE WITH LAWS. Architect shall keep itself informed of and in compliance with all

federal, state, and local laws, ordinances, regulations, and orders that may affect in any manner the provision and performance of the services or those engaged to perform Services under this Agreement.

- 15) BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys' fees and costs.
- 16) WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- 17) LIMITED LIABILITY. Health District will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- 18) FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, act of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 19) INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.
- 20) STATEMENT OF ELIGIBILITY. Architect acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither Architect nor any of its employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a). If Architect status changes at any time pursuant to this Section 20, Contractor agrees to immediately notify Health District in writing, and Health District may terminate this Agreement for cause as described in the above Section 1.
- 21) NON-DISCRIMINATION. As an Equal Opportunity Employer, Architect has an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. Architect employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, sexual orientation or gender identity or expression. Architect likewise agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.

- 22) THIRD PARTY INTEREST. Except as stated in 4.01(j)(ii), the Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed to create such a status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
- 23) SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 24) ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
- 25) PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Health District to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 26) PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 27) ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
- 28) TIME. Contractor agrees that time is of the essence in this Agreement.
- 29) GOVERNING LAW. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this contract.
- 30) NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, return receipt requested, to the other Party at its address as set forth below:

Southern Nevada Health District
Legal Department
Contract Administrator
280 S. Decatur Blvd.
Las Vegas, NV 89107

Broyles International, LLC
doing business as
IZ design studio
Attn: I-Fang Broyles
7229 West Sahara Ave
Las Vegas, NV 89117

- 31) CODE OF CONDUCT. By executing the Agreement, the Parties acknowledge they have each

read and respectively agree to comply as applicable with Health District’s Code of Conduct, which is available online at:

<https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf>

32) **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

BY SIGNING BELOW, the Parties agree that they have read, understood, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT

**BROYLES INTERNATIONAL, LLC
DOING BUSINESS AS
IZ DESIGN STUDIO**

By: _____
Fermin Leguen, MD, MPH
District Health Officer

By: _____
I-Fang Broyles, AIA, LEED AP BD+C
Principal Architect

Date: _____

Date: _____

APPROVED AS TO FORM:

**This document is approved as to form.
Signatures to be affixed upon
approval by Southern Nevada District
Board of Health.**

By: _____
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

ATTACHMENT A SCOPE OF WORK

A. SCOPE OF WORK.

A.1 The Architect will provide architectural and engineering design services based on information provided by Health District, Project site visits, and Architect proposal dated August 18, 2023, for renovation of 3,000 square feet of existing mezzanine level office space, inclusive of the addition of an elevator to the mezzanine level from the first floor, located at 280 N. Decatur Blvd., Las Vegas, Nevada. Architectural Services will include the following:

Project Scope.

- Add a traction machine room-less elevator with structural modifications.
- Create two (2) large offices with two (2) assistant offices.
- Create one (1) Breakroom with the existing sink.
- Create two (2) single-user restrooms and a Janitor closet.
- Add an electrical panel in the existing electrical room.
- Reconfigure Mechanical, Plumbing, and Electrical systems as necessary for the design of the new space.

(1) Design Phase/Site Survey.

- Pre-design site survey –Architect’s A/E team to verify existing conditions.
- Conduct design meetings with Health District.
- Architectural design drawings will be provided for Health District’s review.
- Finalize design according to review meeting comments.

a. **Deliverables:** Electronic PDF files, A/E drawings

(2) Design Development.

- Develop approved drawings from the Design Phase.
- Check for code compliance.
- Coordinate with consultants to produce Design Development drawings.

a. **Deliverables:** Electronic PDF files; A/E drawings, and Sheet Specifications

(3) Construction Documents Phase.

- A/E team develops and finalizes drawings from the approved design.
- Prepare drawings for permit.

- Submit drawings to and coordinate with the City of Las Vegas Building Department.
 - a. **Deliverables.** Electronic PDF files, A/E drawings, Sheet Specifications
- (4) Bidding Phase.
 - Contractor’s design team will respond to bidding Requests for Information (“RFI(s)”) as requested by Health District and will issue addenda as required.
- (5) Construction Phase.
 - Respond to field questions from general contractor
 - Review shop drawings, materials, and equipment submittals.
 - The design team (Architect and engineers, as required) will make periodic on-site visits to verify the Project is being constructed in compliance with the design intent and documents, not-to-exceed a total number of ten (10) site visits for duration of Construction Phase.
 - Perform final punch list walkthrough.

B. EXCLUSIONS.

B.1 The following items are not included in Architectural Services:

- (1) Permit/Submittal Fees
- (2) Fire Sprinkler Design
- (3) Cost Estimating
- (4) Expedited Plan Check
- (5) Fire Protection Report
- (6) As-built documentation following construction
- (7) Any item or service not specifically stated above in Section A.1.

B.2 Upon written agreement by the Parties, excluded services may be provided as additional services, to be billed pursuant to Architect’s current hourly rate schedule as more specifically described in Attachment B, Payment.

**ATTACHMENT B
PAYMENT**

A. PROJECT BUDGET

A.1 Architect will provide the Services as outlined herein for a fixed fee not-to-exceed \$61,600. The fee breakdown is as follows:

Fee Summary for Architectural Basic Services			
	Architecture	S&MPE	S&MPE Consultant Markup (15%)
Design/Site Survey	\$8,090	\$5,000	\$750
Design Development	\$13,680	\$6,000	\$900
Construction Documents	\$13,680	\$8,000	\$12,000
Bidding	\$1,180	\$500	\$75
Construction Administration	\$4,390	\$2,500	\$375
Subtotals	\$36,300	\$22,000	\$3,300
Total Fixed Fee:			<u>\$61,600</u>

A.2 Pursuant to the below Section D, payment will be due in monthly installments based on Project progress and Services actually performed by Architect.

B. REIMBURSABLE EXPENSES

B.1 Reimbursable Expenses, with Health District’s prior written approval, will be billed to Health District at cost in addition to the fixed-fee compensation as detailed in Section A, Compensation, and in addition to any Health District approved Additional Services. Reimbursable Expenses relating to Agency review, Bidding, Construction, or other Health District approved Additional Services may include:

- (1) Printing costs
- (2) Plotting costs
- (3) Scanning costs
- (4) Delivery costs
- (5) Fees paid for receipt of approval of authorities having jurisdiction over Project

(6) Travel costs in accordance with Health District's travel policy

C. ARCHITECT OFFICE STAFF HOURLY BILLABLE RATES.

C.1 If Additional Services are required beyond those included in Attachment A, Scope of Work, such Additional Services will be billed on an hourly basis with Health District's prior written approval in accordance with the following billable hourly rate schedule:

Principal Architect	\$305/hour
Licensed Architect/Project Manager	\$185/hour
Project Coordinator	\$130/hour
Intern/Drafter	\$90/hour
Clerical	\$70/hour

D. Architect's invoices shall be submitted monthly for months during which services are performed, as applicable, which detail work performed under each item identified in the Project budget. Backup documentation including but not limited to invoices, receipts, proof of payments, or any other documentation requested by Health District, is required, and shall be maintained by Architect in accordance with cost principles applicable to this Agreement.

D.1 Architect invoices shall be signed by the Architect's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.

D.2 Contractor is aware that provision of any false, fictitious, or fraudulent information and/or the omission of any material fact may subject it to criminal, civil, and/or administrative penalties.

D.3 Cost principles contained in Uniform Guidance 2 CFR Part 200, Subpart E, shall be used as criteria in the determination of allowable costs.

E. Health District shall not be liable for interest charges on late payments.

F. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held with the disputed items.