



MINUTES

SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING

May 28, 2026 – 9:00 a.m.

Meeting was conducted In-person and via Microsoft Teams

Southern Nevada Health District, 280 S. Decatur Boulevard, Las Vegas, NV 89107
Red Rock Trail Rooms A and B

- MEMBERS PRESENT:** Scott Black, Chair – Mayor Pro Tem, City of North Las Vegas (*in-person*)
Frank Nemecek, Vice-Chair – At-Large Member, Physician (*in-person*)
April Becker – Commissioner, Clark County (*via Teams*)
Bobbette Bond – At-Large Member, Regulated Business/Industry (*in-person*)
Nancy Brune – Council Member, City of Las Vegas (*via Teams*)
Marilyn Kirkpatrick – Commissioner, Clark County (*in-person*)
Monica Larson – Council Member, City of Henderson (*in-person*)
Scott Nielson – At-Large Member, Gaming (*in-person*)
Shondra Summers-Armstrong – Council Member, City of Las Vegas (*in-person*)
- ABSENT:** Pattie Gallo – Mayor Pro Tem, City of Mesquite
Joseph Hardy, Secretary – Mayor, City of Boulder City
- ALSO PRESENT:** Areli Alarcon, Maria Azzarelli, Toluwanimi Babarinde, Ishmael Carroll, Tiffany Corso, Erin Dixon, Cade Grogan, Diane Henry, Marianna Hernandez, Patrick Holleran, Victor Leach, Corrie Maige, Bradley Mayer, Shana Tello, Virginia Valentine
(In Audience)
- EXECUTIVE SECRETARY:** Cassius Lockett, PhD, MS, District Health Officer
- LEGAL COUNSEL:** Heather Anderson-Fintak, General Counsel
- STAFF:** Kevin Abbott, Jason Agudo, Malcolm Ahlo, Brittnee Aldea, Adriana Alvarez, Renita Anderson, Kristen Anderson, Emily Anelli, Larry Armstrong, Jacqueline Ayala, David Barragan, Tawana Bellamy, Amanda Brown, Lori Bryan, Nicole Bungum, Cory Burgess, Daniel Burns, Nikki Burns-Savage, Victoria Burris, Donna Buss, Lori Bryan, Joe Cabanban, Nancy Cadena, Aracely Calderon, Belen Campos-Garcia, Robin Carter, Andria Cordovez Mulet, Rebecca Cruz-Nanez, Cherie Custodio, Liliana Davalos, John DeWolff, Aaron DelCotto, Lauren DiPrete, Rayleen Earney, Tara Edwards, Lisa Falkner, Adelina Folkes, Kimberly Franich, Nicholas Gabler, Daidre Gamboa, Tina Gilliam, Cheri Gould, Jacques Graham, Jelena Grave De Peralta, Lei Gutierrez, Heather Hanoff, Maria Harris, Amineh Harvey, Richard Hazeltine, Mekale Holmes, Donna Houston, Carmen Hua, Victoria Hughes, Daniel Isler, Jessica Johnson, Sabine Kamm, Horng-Yuan Kan, Matthew Kappel, Bob Kingston, Theresa Ladd, Dann Limuel Lat, Randolph Lockett, Sandy Lockett, Cassondra Major, Anil Mangla, Chris Elaine Mariano, Mindy Meacham, Marco Mendez, Cassandra Meraz, Alicia Mitchell, Kimberly Monahan, Stephanie Montgomery, Corey Morrison, Semilla Neal, Todd Nicolson, Brian Northam, Joe O'Neill, Veralynn Orewyler, Laura Palmer, Neleida Pelaez, Kaylina Penksa, Luann Province, Jeff Quinn,

Cheryl Radeloff, Vivek Raman, Abegail Reyes, Emma Rodriguez, Larry Rogers, Alexis Romero, Chris Saxton, Dave Sheehan, Karla Shoup, Jennifer Sizemore, Randy Smith, Betty Souza-Lui, Candice Stirling, Christine Sylvis, Ronique Tatum-Penegar, Candyce Taylor, Jazmine Thomas, Will Thompson, Rebecca Topol, Greg Tordjman, Renee Trujillo, Jorge Viote, Edna Wanene, Ashley Wheeler, Donnie Whitaker, Tiana Wright, Edward Wynder, Lei Zhang

I. CALL TO ORDER and ROLL CALL

The Chair called the Southern Nevada District Board of Health Meeting to order at 9:01 a.m. Andria Cordovez Mulet, Executive Assistant, administered the roll call and confirmed quorum.

II. PLEDGE OF ALLEGIANCE

III. RECOGNITIONS

1. Office of Chronic Disease Prevention and Health Promotion

- UNLV School of Public Health, Department of Social and Behavioral Health’s Outstanding Community Partner

The Chair recognized the Office of Chronic Disease Prevention and Health Promotion. Every year, the UNLV School of Public Health recognizes outstanding students, faculty, and community partners for their contributions to advancing public health. This year, the Health District’s Office of Chronic Disease Prevention & Health Promotion was selected by the Social and Behavioral Health Department to receive their Outstanding Community Health Partner Award. Over the years, the Office of Chronic Disease Prevention & Health Promotion has collaborated with the Social and Behavioral Health Department on several impactful initiatives, including the UNLV Tobacco-Free Campus initiative; pedestrian safety efforts such as walk audits and support for Neon to Nature; and the development of the Project Scoping Tool, an innovative resource designed to help transportation, public works, and planning agencies incorporate health and equity considerations into transportation and infrastructure projects. On behalf of the Southern Nevada Health District and District Board of Health, the Chair congratulated the department on this recognition.

Member Larson joined the meeting at 9:04 a.m.

2. Southern Nevada Health District – May Employees of the Month

- Mayra Avalos and Jelena Grave De Peralta

The Chair recognized the May Employees of the Month. The Health District, and the Board of Health, recognized these employees go above and beyond for the Health District and our community and best represented the Health District’s C.A.R.E.S. Values. On behalf of the Southern Nevada Health District and District Board of Health, the Chair congratulated the employees on this recognition.

- IV. FIRST PUBLIC COMMENT:** A period devoted to comments by the general public about those items appearing on the agenda. Comments will be limited to two (2) minutes per speaker. Please clearly state your name and address and spell your last name for the record. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote.

Seeing no one, the Chair closed the First Public Comment period.

- V. ADOPTION OF THE MAY 28, 2026 MEETING AGENDA** *(for possible action)*

A motion was made by Member Nielson, seconded by Member Bond, and carried unanimously to approve the May 28, 2026 Agenda, as presented.

- VI. CONSENT AGENDA:** Items for action to be considered by the Southern Nevada District Board of Health which may be enacted by one motion. Any item may be discussed separately per Board Member request before action. Any exceptions to the Consent Agenda must be stated prior to approval.

- 1. APPROVE MINUTES/BOARD OF HEALTH MEETING:** April 23, 2026 *(for possible action)*

- 2. ~~PETITION #32-26: Approval of the Agreement between the Southern Nevada Health District and the Whiting-Turner Construction Company for completing construction of the new BSL-3 building of the public health laboratory located at 700 S. Martin Luther King Blvd.; direct staff accordingly or take other action as deemed necessary~~** *(for possible action)*

Member Nielson requested that Item VI.2 be removed from the Consent Agenda for discussion. Item VI.2 was heard under Report / Discussion / Action, along with the SNPHL Expansion presentation, that was originally under Item X.

A motion was made by Member Nielson, seconded by Member Summers-Armstrong, and carried unanimously to approve the May 28, 2026 Consent Agenda, as amended.

- VII. PUBLIC HEARING / ACTION:** Members of the public are allowed to speak on Public Hearing / Action items after the Board's discussion and prior to their vote. Each speaker will be given five (5) minutes to address the Board on the pending topic. No person may yield his or her time to another person. In those situations where large groups of people desire to address the Board on the same matter, the Chair may request that those groups select only one or two speakers from the group to address the Board on behalf of the group. Once the public hearing is closed, no additional public comment will be accepted.

- 1. Variance Request for an existing septic system, SNHD Permit#ON0026656, located at 8620 Mustang St., Las Vegas, NV to allow existing trees to encroach on the septic system;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

John DeWolff, Environmental Health Engineer, presented a variance request for a tenant improvement project at 8620 Mustang Street, Las Vegas. The request sought approval to

construct a detached garage with a workshop. The variance addresses existing trees encroaching on the septic system's leach field and tank. A similar variance was approved in January 2023 with the condition that any future development requiring a building permit must obtain a new variance. Supporting documentation indicated that tree roots were not expected to interfere with the septic system, and a February assessment confirmed the system was functioning properly without root intrusion. The proposed garage will not include plumbing and will not add demand to the septic system. The property was not currently eligible for connection to the municipal sewer system. Mr. DeWolff advised that staff recommends approval of the request, with conditions outlined in the materials.

The Chair opened for Public Comment.

Diane Henry spoke in support of the variance request, noting that the same trees were previously approved and have not caused any issues with the septic system. She cited arborist findings indicating limited additional root growth due to the maturity of the trees and explained that removal could be costly and potentially damage the system. She also stated that the type of vegetation present poses minimal risk of root intrusion. Ms. Henry supported staff's recommendation for approval, emphasizing that the variance does not pose a risk to public health or safety and that property owners remain responsible for any future system failure. She expressed disagreement with the assertion that the system was more prone to failure due to its age, noting that properly maintained systems can function well beyond 30 years. Additionally, she raised concerns about the cost and burden of current septic inspection and variance requirements, questioned the rationale behind the 10-foot tree setback standard, and suggested that extending the prior variance might have been a reasonable alternative. She concluded by respectfully requesting approval of the variance.

Seeing no one further, the Chair closed the Public Comment.

Victor Leach, representative for the petitioner, agreed with staff's assessment and did not have any additional comments.

Further to an inquiry from Member Kirkpatrick regarding the condition related to gravity flow, Dan Isler, Environmental Health Engineer Supervisor, advised that the condition language related to gravity flow was consistent with past precedent.

A motion was made by Member Kirkpatrick, seconded by Member Nemeč, and carried unanimously to approve the Variance Request for an existing septic system, SNHD Permit #ON0026656, located at 8620 Mustang St., Las Vegas, NV to allow existing trees to encroach on the septic system, with the following conditions:

- 1. Petitioner and their successor(s) in interest shall abide by all local governmental regulations requiring connection to community sewage systems. Use of the ISDS shall be discontinued and the structure it serves shall be connected to any community sewage system constructed in the future to within four hundred feet (400') of the property line when connection can be made by gravity flow and the owner(s) are notified and legally required to do so.*
- 2. Petitioner and their successor(s) will abide by the operation and maintenance requirements of the most current SNHD regulations governing individual sewage disposal systems.*
- 3. No additional trees are allowed within 10 feet of the existing septic system.*

4. *The variance allows for the one-time approval of the proposed detached garage project and is in effect until the aforementioned project is completed or the building permit is inactivated. Any future development requiring building permits will require a variance pursuant to the SNHD ISDS Regulations and a report regarding the functionality of the septic system.*
5. *Petitioner and their successor(s) must provide a copy of the variance to potential buyers as part of the disclosure process per NRS 113.*

VIII. REPORT / DISCUSSION / ACTION

Discussion – Item VI.2: PETITION #32-26: Approval of the Agreement between the Southern Nevada Health District and the Whiting-Turner Construction Company for completing construction of the new BSL-3 building of the public health laboratory located at 700 S. Martin Luther King Blvd.; direct staff accordingly or take other action as deemed necessary (*for possible action*)

Presentation – Item X: SNPHL Expansion

Bob Kingston, Chief Facilities Officer, and Corey Morrison, Facilities Manager, provided an overview of the lab expansion. Mr. Morrison commenced with a brief description and scope, along with a high-level project schedule. Mr. Morrison provided an overview of the project budget, which had a total project budget of \$24.4 million.

Mr. Kingston explained that rising construction costs have significantly increased the project budget and general fund impact. Additional challenges included coordinating multiple funding sources with differing requirements and timelines, permitting costs, and splitting the project into separate phases. He noted that staff were pursuing additional funding opportunities and implementing cost-saving measures, including value engineering and potential use of in-house resources, to reduce overall expenses.

Member Kirkpatrick expressed concerns about the project’s funding, scope, and rising costs, emphasizing the importance of securing full funding before proceeding and questioning reliance on future or uncertain funding sources. She highlighted the original \$12 million expectation, raised concerns about missed communication and evolving project scope, and questioned the accuracy of cost drivers, particularly labor increases, noting conflicting local employment conditions. She also requested greater clarity on what was being built and why costs had significantly increased.

Dr. Lockett responded that earlier project management and staffing challenges contributed to inconsistencies in planning and budgeting, resulting in a project that was not well-defined initially. He explained that the project has since been scaled down to focus on a smaller, 12,800-square-foot Biosafety Level 3 (BSL-3) laboratory, but costs remained higher than anticipated. He outlined potential funding strategies, including increasing contingency allocations and utilizing existing bond reserves, while noting that efforts to secure additional ARPA funding were unsuccessful and that no formal request to extend Clark County funding had been pursued to date.

Member Kirkpatrick noted that local, state, and federal entities were currently deferring capital projects due to limited funding availability and expressed concern about relying on uncertain future funding. While reaffirming her support for the laboratory based on lessons learned during

the COVID-19 pandemic, she questioned whether existing funds might be extended and emphasized that previously allocated funds should have been expended more quickly. She also indicated uncertainty about whether the County would support extending current funding commitments.

Member Nielson expressed support for the laboratory but raised concerns about the project's financing and the significant increase in costs since groundbreaking, questioning the timing and competitiveness of the bidding process. Mr. Kingston responded that subcontractor bids were recently completed under a Construction Manager at Risk (CMAR) delivery method and that an independent third-party estimator validated the \$20 million construction cost. He noted that while the estimate was confirmed as accurate, it was substantially higher than originally anticipated due to the complexity and specialized nature of the project.

Member Nielson questioned the high construction cost of approximately \$2,000 per square foot, including partially unfinished (shell) space, and raised concerns about the project's financial impact, particularly the \$13.2 million general fund contribution. Mr. Kingston explained that the elevated cost is due to the specialized requirements of a BSL-3 laboratory, including advanced HVAC systems, strict air handling standards, and complex construction needs, as well as added inefficiencies from the project's phased delivery approach. He confirmed that the total project cost of \$24.4 million included both construction and necessary equipment. Member Nielson reiterated concern about proceeding without fully secured funding and the potential strain on the Health District's financial position.

Member Summers-Armstrong expressed concern about the absence of an independent project management consultant to oversee the CMAR process, emphasizing the importance of having dedicated, on-site oversight to protect the Health District's interests on a complex and costly project. Mr. Kingston explained that under the CMAR delivery method, the contractor and architect (Ewing Cole) provide integrated project oversight, with additional staff participation in regular site monitoring. Member Summers-Armstrong reiterated concerns about potential conflicts of interest and the need for independent representation. Mr. Kingston added that the Health District has retained an independent third-party inspection firm to support oversight and conduct regular inspections throughout construction.

Member Kirkpatrick raised concerns about items excluded from the project scope, including permit fees, demolition, and other costs, and questioned how these expenses would be funded, particularly given the potential for additional costs and overruns. She emphasized the need for clarity on which funding sources would cover these obligations. Mr. Kingston responded that these costs were included within the total project budget of \$24.4 million, specifically within the approximately \$4 million allocated for design, permitting, and related expenses, and noted that contingency funds were built into the project to address potential overruns.

Member Kirkpatrick questioned the project's financial plan, emphasizing the need to clearly define how remaining funds would be used and expressed opposition to extending current funding deadlines. She sought clarification on what could realistically be constructed with the available funding to date and highlighted the importance of fully utilizing existing allocations. Mr. Kingston responded that approximately \$2 million had already been invested in site preparation, including off-site and utility work, to meet funding deadlines. He explained that halting the project would require additional costs to restore the site, and that the project had progressed based on commitments tied to multiple funding sources. He noted that higher-than-expected construction costs have driven the need to pursue additional funding and cost-saving

measures, including value engineering efforts to reduce overall project costs and minimize general fund impact.

The Chair emphasized that the Board was addressing two key issues: first, ensuring that existing funds, many of which have approaching expiration deadlines, could be preserved and utilized; and second, determining how to close the remaining funding gap of approximately \$13.2 million. While reaffirming the Board's strong support for the laboratory project, the Chair noted the importance of prioritizing the use and protection of currently available funds before committing to additional financial obligations. The Chair also highlighted concerns about proceeding with a contract that would obligate the Health District to significantly more funding than was currently secured and suggested reevaluating the approach to allow time for a more comprehensive funding strategy.

Member Kirkpatrick expressed concern that if the project did not proceed, funds may be used to restore the site rather than advance construction, which she viewed as inefficient. She suggested delaying the decision to allow for a more thorough review of the project and its scope, including access to detailed plans and comparisons to similar facilities. While reaffirming support for the lab concept, she emphasized the need for clearer understanding of project design, costs, and alignment with the original intent.

The Chair proposed taking additional time to reassess the project, noting that delaying a decision would allow for a more thorough evaluation and a more responsible, comprehensive approach to moving forward.

Member Nielson recommended delaying the project for 30 days to allow for a more thorough financial review and requested that a Finance Committee meeting be scheduled promptly to evaluate the impact on the general fund and overall operations. He asked staff to develop a strategy to utilize existing funds without committing to the full project cost and also requested information on the potential cost of hiring an independent owner's representative to provide dedicated on-site oversight on behalf of the Health District.

Member Nemec requested additional clarification on the project's high cost, noting that the price appeared significantly higher than comparable facilities and questioning why a substantial portion of the project included unfinished shell space, seeking a clearer explanation of cost drivers in future presentations.

The Chair reaffirmed the Board's commitment to the laboratory project and emphasized the importance of pursuing it in a responsible and strategic manner. The Chair proposed engaging with funding partners to explore flexibility and collaboration.

A motion was made by Chair Black, seconded by Member Larson, and carried unanimously to postpone action on Petition #32-26: Approval of the Agreement between the Southern Nevada Health District and the Whiting-Turner Construction Company for completing construction of the new BSL-3 building of the public health laboratory located at 700 S. Martin Luther King Blvd. to a future Board of Health meeting, following a discussion at a Finance Committee meeting.

- 1. Presentation on the Community Health Improvement Plan (CHIP);** direct staff accordingly or take other action as deemed necessary *(for possible action)*

Carmen Hua, Health Educator II, provided an overview of the Community Health Improvement Plan (CHIP).

Member Kirkpatrick raised the need for more immediate and coordinated efforts to address substance use education, particularly among foster youth and juvenile justice populations, suggesting integrating prevention messaging into existing Clark County parenting classes and outreach programs. Member Kirkpatrick emphasized education around vaping, which is increasingly prevalent among middle school-aged youth, and encouraged cross-agency collaboration to make a meaningful impact.

Member Bond expressed support for the CHIP and emphasized the need for interim or step-based goals rather than a five-year-only timeline. Member Bond highlighted opportunities for partnership with the Culinary Health Fund, noting its work in chronic disease prevention, particularly diabetes, and its health centers and training programs focused on nutrition and job skills. Member Bond noted the importance of increasing public awareness of the Health District's efforts, emphasizing the need for more proactive communication to highlight ongoing work that supports community health and safety.

Member Nielson noted that the gaming industry, as one of the state's largest employers, represents a significant opportunity for engagement. Member Nielson encouraged involving major employers in sharing information and participating in collaborative efforts, and expressed support for continued partnership in these initiatives.

A motion was made by Member Summers-Armstrong, seconded by Member Kirkpatrick, and carried unanimously to approve the Community Health Improvement Plan (CHIP), as presented.

- 2. Presentation on the Strategic Plan;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

Richard Hazeltine, Quality Improvement & Accreditation Program Manager, provided an update on the Strategic Plan.

As this was an information update, there was no action taken.

- IX. BOARD REPORTS:** The Southern Nevada District Board of Health members may identify and comment on Health District related issues. Comments made by individual Board members during this portion of the agenda will not be acted upon by the Southern Nevada District Board of Health unless that subject is on the agenda and scheduled for action. ***(Information Only)***

Member Kirkpatrick expressed concern about a proposal to shift heat response efforts to a non-profit organization. Member Kirkpatrick noted that the Health District, and various other public agencies maintained a positive response effort and proposed exploring an interlocal agreement. A suggestion has been made that a meeting of the public agencies be held in September to review

summer outcomes and strengthen collaboration and messaging in advance of the next legislative session.

Member Kirkpatrick shared that funding for wastewater surveillance had been reduced, however new federal requirements will mandate nationwide water monitoring. Member Kirkpatrick recognized the public health importance and value of wastewater surveillance data and encouraged the Health District to consider and identify sustainable funding sources.

Member Kirkpatrick raised a growing concern about the use of vape pens among middle and high school students. She recommended stronger engagement with the Clark County School District and parents to raise awareness about associated risks, including exposure to dangerous substances such as fentanyl.

Member Kirkpatrick requested a future discussion on potential future changes to catchment areas to ensure that the Board is aware of the review process.

X. HEALTH OFFICER & STAFF REPORTS (*Information Only*)

- DHO Comments

Dr. Lockett noted the items raised by Member Kirkpatrick and looked forward to working with the Board to address those topics.

In addition to his written report, Dr. Lockett noted that the current Ebola outbreak in the Democratic Republic of Congo and Uganda involved the Bundibugyo strain, which was difficult to control due to the absence of a vaccine and reliance on supportive care. Dr. Lockett noted that Bundibugyo spreads through direct contact with infected blood or bodily fluids, contaminated materials or infected animals. Dr. Lockett also noted that Ebola is not spread through casual airborne exposure, however small amounts of infected fluid can transmit disease through mucous membranes or broken skin. Dr. Lockett also noted that historically case fatality rates averaged about 50%, however this may vary based on the strain. Global health agencies, including WHO and CDC, were monitoring the situation and working collaboratively to accelerate vaccine development.

Dr. Lockett highlighted that enhanced airport screening and monitoring protocols are in place in the United States, and locally and that the Health District was actively monitoring three Clark County residents who recently traveled to affected areas. Dr. Lockett advised that the Southern Nevada Public Health Lab was equipped to test suspected cases through our Warrior Panel which can test up to 20 persons under investigation each day.

Dr. Lockett also provided an update on hantavirus Andes strain from South America which can be spread person to person, related to a recent international outbreak linked to a cruise ship; however, no U.S. cases have been identified. The risk to the public remains low, and the Health District continues to provide guidance through provider health advisories. It was noted that this strain differs from the Sin Nombre virus which is the predominant strain in the US of which from 1993 through 2023, CDC reported 890 cases nationally, including 29 in Nevada, primarily in northern and rural regions of the state. Regarding the Andes strain, Dr. Lockett also reported that the World Health Organization reports 13 confirmed or probable cases, including 3 deaths associated with approximately 149 passengers and crew onboard. Further, a total of 25 Americans reported being on the ship of which 7 departed prior to the outbreak

being declared. Meanwhile, it was noted that 18 are being monitored at the University of Nebraska Medical Center biocontainment unit.

- SNPHL Expansion

This item was heard under Item VIII (Report / Discussion / Action) in conjunction with Item VI.2.

- Environmental Health Consumer Price Index (CPI) Update

Chris Saxton, Director of Environmental Health, presented an update regarding the fee adjustment with a CPI.

Member Nielson raised concerns about the recent trend of revenues not keeping pace with expenses and asked whether adding additional licenses would help maintain balance without increasing fees. Mr. Saxton responded that the plan was to offset costs through the addition of approximately 700 new permits and adjustments tied to CPI, rather than further fee increases. He noted that staffing levels had already been increased significantly in prior fiscal years to meet operational needs, with associated costs driven largely by hiring and training. Mr. Saxton explained that expenses were higher during those periods due to onboarding and training efforts, and going forward, maintaining balance would depend on controlling cost allocation trends and managing salary-related expenses.

Further to an inquiry from Member Kirkpatrick on the transition to the Accela software, Mr. Saxton advised that the transition was relatively smooth with minor issues being addressed.

- Grant Suspension (Reinstatement) & SB118 Funding Activity (July 1, 2025 to April 30, 2026)

DJ Whitaker, Chief Financial Officer, presented an overview of grants that were suspended, and then subsequently reinstated or reduced, along with SB188 funding.

XI. INFORMATIONAL ITEMS

1. Administration Division Monthly Activity Report
2. Community Health Division Monthly Activity Report
3. Community Health Center (FQHC) Division Monthly Report
4. Disease Surveillance and Control Division Monthly Activity Report
5. Environmental Health Division Monthly Activity Report
6. Public Health & Preventive Care Division Monthly Activity Report

XII. SECOND PUBLIC COMMENT: A period devoted to comments by the general public, if any, and discussion of those comments, about matters relevant to the Board's jurisdiction will be held. Comments will be limited to two (2) minutes per speaker. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote.

Ishmael Carroll, Deputy District Director for U.S. Congressman Steven Horsford, submitted a written comment.

Seeing no one further, the Chair closed the Second Public Comment portion.

- XIII. CLOSED SESSION:** Go into closed session, pursuant to NRS 241.015(4)(c) as amended by AB52 (2025), to receive information from the Health District's Attorney regarding potential or existing litigation involving a matter over which the Board of Health has supervision, control, jurisdiction or advisory power, and to deliberate on the matter, and pursuant to NRS Chapter 288.220, to receive a report on the status of ongoing labor negotiations; and direct staff accordingly.

The Chair started the Closed Session at 11:14 a.m.

The Chair closed the Closed Session at 12:47 p.m.

XIV. ADJOURNMENT

The Chair adjourned the meeting at 12:47 p.m.

Cassius Lockett, PhD, MS
District Health Officer/Executive Secretary
/acm



AMENDED

AGENDA

SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING

May 28, 2026 – 9:00 A.M.

Meeting will be conducted In-person and via Microsoft Teams

**Southern Nevada Health District, 280 S. Decatur Boulevard, Las Vegas, NV 89107
Red Rock Trail Conference Room**

NOTICE

Microsoft Teams:

<https://events.teams.microsoft.com/event/87e14378-fcd0-4b44-90ca-cf1227d88a72@1f318e99-9fb1-41b3-8c10-d0cab0e9f859>

To call into the meeting, dial (702) 907-7151 and enter Phone Conference ID: 984 310 753#

NOTE:

- Agenda items may be taken out of order at the discretion of the Chair.
- The Board may combine two or more agenda items for consideration.
- The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

I. CALL TO ORDER AND ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. RECOGNITIONS

1. Office of Chronic Disease Prevention and Health Promotion

- UNLV School of Public Health Department of Social and Behavioral Health's Outstanding Community Partner

2. Southern Nevada Health District – May Employees of the Month

- Mayra Avalos and Jelena Grave De Peralta

IV. FIRST PUBLIC COMMENT: A period devoted to comments by the general public about those items appearing on the agenda. Comments will be limited to two (2) minutes per speaker. Please clearly state and spell your name for the record. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote. **There will be two public comment periods. To submit public comment on either public comment period on individual agenda items or for general public comments:**

- **By Teams:** Use the meeting controls at the top of the screen and select the Raise Hand icon. When called upon, select the Microphone icon to unmute yourself.

AMENDED

- **By telephone:** Call 702-907-7151 and when prompted to provide the Meeting ID, enter 984 310 753#. Press *5 to raise your hand. When called upon, press *6 on your phone keypad to unmute yourself.
- **By email:** public-comment@snhd.org. For comments submitted prior to and during the live meeting, include your name, zip code, the agenda item number on which you are commenting, and your comment. Please indicate whether you wish your email comment to be read into the record during the meeting or added to the backup materials for the record. If not specified, comments will be added to the backup materials.

V. ADOPTION OF THE MAY 28, 2026 AGENDA *(for possible action)*

VI. CONSENT AGENDA: Items for action to be considered by the Southern Nevada District Board of Health which may be enacted by one motion. Any item may be discussed separately per Board Member request before action. Any exceptions to the Consent Agenda must be stated prior to approval.

1. APPROVE MINUTES/BOARD OF HEALTH MEETING: April 23, 2026 *(for possible action)*

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VIII. REPORT / DISCUSSION / ACTION

1. Presentation on the Community Health Improvement Plan (CHIP); direct staff accordingly or take other action as deemed necessary *(for possible action)*

2. Presentation on the Strategic Plan; direct staff accordingly or take other action as deemed necessary *(for possible action)*

IX. BOARD REPORTS: The Southern Nevada District Board of Health members may identify and comment on Health District related issues. Comments made by individual Board members during this portion of the agenda will not be acted upon by the Southern Nevada District Board of Health unless that subject is on the agenda and scheduled for action. *(Information Only)*

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- DHO Comments
- SNPPL Expansion
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XIII. CLOSED SESSION: Go into closed session, pursuant to NRS 241.015(4)(c) as amended by AB52 (2025), to receive information from the Health District's Attorney regarding potential or existing litigation involving a matter over which the Board of Health has supervision, control, jurisdiction or advisory power, and to deliberate on the matter, and pursuant to NRS Chapter 288.220, to receive a report on the status of ongoing labor negotiations; and direct staff accordingly.

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XIV. ADJOURNMENT

NOTE: Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify the Administration Office at the Southern Nevada Health District by calling (702) 759-1201.

THIS AGENDA HAS BEEN PUBLICLY NOTICED on the Southern Nevada Health District's Website at <https://snhd.info/meetings>, the Nevada Public Notice website at <https://notice.nv.gov>, and a copy will be provided to any person who has requested one via U.S mail or electronic mail. All meeting notices include the time of the meeting, access instructions, and the meeting agenda. For copies of agenda backup material, please contact the Administration Office at 280 S. Decatur Blvd., Las Vegas, NV 89107 or (702) 759-1201.



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SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING

April 23, 2026 – 9:00 a.m.

Meeting was conducted In-person and via Microsoft Teams

Southern Nevada Health District, 280 S. Decatur Boulevard, Las Vegas, NV 89107

Red Rock Trail Rooms A and B

- MEMBERS PRESENT:** Scott Black, Chair – Mayor Pro Tem, City of North Las Vegas (*in-person*)
Frank Nemeec, Vice-Chair – At-Large Member, Physician (*in-person*)
Joseph Hardy, Secretary – Mayor, City of Boulder City (*in-person*)
April Becker – Commissioner, Clark County (*in-person*)
Bobbette Bond – At-Large Member, Regulated Business/Industry (*via Teams*)
Nancy Brune – Council Member, City of Las Vegas (*via Teams*)
Pattie Gallo – Mayor Pro Tem, City of Mesquite (*via Teams*)
Marilyn Kirkpatrick – Commissioner, Clark County (*via Teams*)
Scott Nielson – At-Large Member, Gaming (*via Teams*)
Shondra Summers-Armstrong – Council Member, City of Las Vegas (*in-person*)
- ABSENT:** Monica Larson – Council Member, City of Henderson
- ALSO PRESENT:** Kelly Adams, Toluwanimi Babarinde, Christopher Boyd, Kami Dempsey,
(In Audience) Robert Fuller, Marianna Hernandez, Amber Lopez Lasater, Robert Nikora,
James Pendleton, Laura Rosales Lagarde, David Wines
- EXECUTIVE SECRETARY:** Cassius Lockett, PhD, MS, District Health Officer
- LEGAL COUNSEL:** Heather Anderson-Fintak, General Counsel
- STAFF:** Jason Agudo, Malcolm Ahlo, Adriana Alvarez, Emily Anelli, Tonia Atencio,
Maria Azarelli, Tawana Bellamy, Haley Blake, Danielle Bohannon, Alexis
Brignola, Amanda Brown, Lori Bryan, Nicole Bungum, Nikki Burns-Savage,
Cory Burgess, Daniel Burns, Victoria Burris, Joe Cabanban, Nancy Cadena,
Belen Campos-Garcia, Magali Cano, Robin Carter, Mary Cooper, Andria
Cordovez Mulet, Susan Crutchfield, Cherie Custodio, Brendan Dalton, Aaron
DelCotto, Lisa Falkner, Adelina Folkes, Jason Frame, Kimberly Franich, Xavier
Gonzales, Cheri Gould, Jacques Graham, Steven Hall, Heather Hanoff,
Amineh Harvey, Richard Hazeltine, Carmen Hua, Daniel Isler, Danielle
Jamerson, Jessica Johnson, Bob Kingston, Josie Llorico, Cassondra Major, Anil
Mangla, Jonas Maratita, Chris Elaine Mariano, Blanca Martinez, Keanu
Medina, Jacquelin Merino, Alicia Mitchell, Kimberly Monahan, Corey Morrison,
Marites Navaro, Todd Nicolson, Brian Northam, Veralynn Orewyler, Ronaliz
Ordon, Kaylina Penksa, Chelsea Maria Perez, Shannon Pickering, Luann
Province, Yin Jie Qin, Jeff Quinn, Leticia River, Misty Robinson, Emma
Rodriguez, Larry Rogers, Alexis Romero, Chris Saxton, Dave Sheehan, Karla
Shoup, Jennifer Sizemore, Randy Smith, Ronny Soy, Candice Stirling, Rosanne
Sugay, Ronique Tatum-Penegar, Candyce Taylor, Will Thompson, Greg
Tordjman, Renee Trujillo, Justin Tully, Ashley Wheeler, Donnie Whitaker,

I. CALL TO ORDER and ROLL CALL

The Chair called the Southern Nevada District Board of Health Meeting to order at 9:01 a.m. Andria Cordovez Mulet, Executive Assistant, administered the roll call and confirmed quorum.

II. PLEDGE OF ALLEGIANCE

III. RECOGNITIONS

The Chair recognized this year's Public Health Heroes. Each year, Health District staff nominate individuals and organizations whose dedication and service have made a meaningful difference in the health and well-being of our community.

1. Public Health Heroes

- Kelly Adams, Chief Executive Officer, Mesa View Regional Hospital

Mr. Adams, Chief Executive Officer of Mesa View Regional Hospital, was recognized as Public Health Hero for his leadership in expanding access to essential public health resources in rural Southern Nevada. Through a partnership with the Health District, Mesa View Regional Hospital became the site of one of the region's first COVID-19 test kit vending machines, dramatically increasing access to testing for residents in Mesquite and surrounding communities. Since 2022, the machine has distributed nearly 20,000 test kits and now also provides naloxone and drug-testing strips to support overdose prevention. Mr. Adams' commitment to collaboration and innovation has helped ensure that rural communities have greater access to life-saving public health tools.

- Clark County School District, Food Services Department – David Wines, Director

The Clark County School District (CCSD) Food Service Department was recognized as a Public Health Hero for its extraordinary efforts to address food insecurity and support student health in our community. During the 2024–2025 school year, the department served nearly 42 million meals, ensuring that every student in the district has access to nutritious food at no cost, regardless of household income. By strategically implementing the federal Community Eligibility Provision, they remove barriers, reduce stigma, and help nearly 300,000 students arrive at school nourished and ready to learn. Through their leadership and commitment to equity, the CCSD Food Service Department plays a vital role in protecting the health, dignity, and academic success of children across Southern Nevada. Accepting this award was David Wines, the Director of Food Services.

- Nevada State University, Sustainability Council, Breathe with Ease Initiative – Dr. Amber Lopez Lasater, Acting President, and Dr. Laura Rosales Lagarde, Sustainability Council

The Nevada State University's Breathe with Ease Initiative was recognized as a Public Health Hero for advancing tobacco prevention and promoting healthier campus environments. In 2025, Nevada State University adopted a comprehensive tobacco-free campus policy, joining

more than 2,000 colleges and universities nationwide committed to protecting students, staff, and visitors from the harms of tobacco and nicotine use. Through education, campus engagement, and partnerships with the Health District and community organizations, the initiative promotes cessation resources, reduces secondhand smoke exposure, and reinforces healthy norms across campus. Nevada State University's leadership serves as a model for advancing tobacco-free environments in Southern Nevada. Accepting this award was Dr. Amber Lopez Lasater, the Acting President, and Dr. Laura Rosales Lagarde, from the Sustainability Council.

- Officer James Pendleton, Henderson Police Department, Community Relations Unit

Officer James Pendleton of the Henderson Police Department's Community Relations Unit was recognized as a Public Health Hero for his commitment to protecting community health through prevention and education. Officer Pendleton has been instrumental in efforts to remove unused and potentially dangerous medications from homes through the Prescription Pill Disposal Program. By safely collecting and disposing of these medications, he helps reduce the risk of accidental poisonings, suicide attempts, and the diversion of prescription drugs that can fuel the opioid crisis. Through his outreach with youth, schools, and neighborhood programs, Officer Pendleton continues to promote awareness, prevention, and safer communities throughout Southern Nevada.

Member Summers-Armstrong joined the meeting at 9:07 a.m.

2. Southern Nevada Health District – April Employees of the Month

- Francisco Ruelas-Villanueva and Justin Tully

The Chair recognized the April Employees of the Month. The Health District, and the Board of Health, recognized these employees go above and beyond for the Health District and our community and best represented the Health District's C.A.R.E.S. Values. On behalf of the Southern Nevada Health District and District Board of Health, the Chair congratulated the employees on this recognition.

3. Southern Nevada Health District – Supervisors of the Quarter (2026 Q1)

- Cory Burgess and Danielle Jamerson

The Chair recognized the Supervisors of the Quarter for Q1. Each quarter two individuals are selected, as nominated by staff, to recognize leadership, teamwork efforts, ideas, or accomplishments, and best represent the Health District's C.A.R.E.S. Values. On behalf of the Southern Nevada Health District and District Board of Health, the Chair congratulated the supervisors on this recognition.

- IV. FIRST PUBLIC COMMENT:** A period devoted to comments by the general public about those items appearing on the agenda. Comments will be limited to two (2) minutes per speaker. Please clearly state your name and address and spell your last name for the record. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote.

Seeing no one, the Chair closed the First Public Comment period.

Member Kirkpatrick joined the meeting at 9:15 a.m.

V. ADOPTION OF THE APRIL 23, 2026 MEETING AGENDA *(for possible action)*

A motion was made by Member Hardy, seconded by Member Nemec, and carried unanimously to approve the April 23, 2026 Agenda, as presented.

VI. CONSENT AGENDA: Items for action to be considered by the Southern Nevada District Board of Health which may be enacted by one motion. Any item may be discussed separately per Board Member request before action. Any exceptions to the Consent Agenda must be stated prior to approval.

1. **APPROVE MINUTES/BOARD OF HEALTH MEETING:** March 26, 2026 and April 14, 2026 *(for possible action)*
2. **PETITION #30-26: Approval of the Interlocal Agreement between the Southern Nevada Health District (SNHD) and Clark County Social Services (CCSS) to support and strengthen SNHD's Street Medicine program;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
3. **PETITION #31-26: Approval of the Agreement between the Southern Nevada Health District and Computer Projection Systems LLC doing business as CCS Presentation Systems for performing a comprehensive upgrade of the Red Rock Conference Room AV system;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

A motion was made by Member Hardy, seconded by Member Nemec, and carried unanimously to approve the April 23, 2026 Consent Agenda, as presented.

VII. PUBLIC HEARING / ACTION: Members of the public are allowed to speak on Public Hearing / Action items after the Board's discussion and prior to their vote. Each speaker will be given five (5) minutes to address the Board on the pending topic. No person may yield his or her time to another person. In those situations where large groups of people desire to address the Board on the same matter, the Chair may request that those groups select only one or two speakers from the group to address the Board on behalf of the group. Once the public hearing is closed, no additional public comment will be accepted.

1. **Variance Extension Request for an existing septic system located at 4130 and 4140 W. Dewey Dr., Las Vegas, NV 89118 to remain split across two parcels;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

Daniel Isler, Environmental Health Engineering Supervisor, presented that the variance was originally approved in February 2025, for a septic system serving a parcel that was then split into two parcels, with the system located across both parcels and encroaching within 10 feet of the property line. The Board previously approved the variance with the condition that the property connect to sewer within 12 months. The petitioner was now requesting a 12-month extension, as the original deadline had expired. The request was due to delays in completing

required electrical system upgrades at the facility, which affected operations and revenue and, in turn, delayed the sewer connection. Mr. Isler advised that staff had no objection to the extension, noting the septic system remained operational and compliant with all other regulations. Mr. Isler advised that if the Board approved the extension, then staff recommended maintaining the same conditions: continued proper operation and maintenance of the septic system and connection to the Clark County Water Reclamation District sewer within one year, followed by abandonment or removal of the septic system in accordance with regulations.

Kami Dempsey and Robert Nikora, representing Carson Manufacturing, addressed the Board regarding the requested extension. They thanked staff for their assistance and confirmed they were not requesting any changes to the existing conditions or an exemption from sewer connection. The representatives stated that connection to the Clark County Water Reclamation District sewer was essential for business operations and that additional time was needed due to project complications. Mr. Nikora explained that efforts were actively underway, including combining the parcels, developing multiple sewer connection designs, and addressing impacts from an NV Energy power upgrade that required installation of a transformer and altered the planned sewer routing. He noted that these infrastructure milestones must be completed before full operations, including staffing, can proceed, and affirmed their continued diligence in pursuing the sewer connection.

The Chair opened for Public Comment. Seeing no one, the Chair closed the Public Comment.

The Chair stated that, based on discussions with the applicant and their representative, they have been actively pursuing the necessary steps toward opening their business and have not delayed in seeking progress before requesting the extension. He acknowledged that the relocation of the business from Texas reflects the applicant's intent to become operational as soon as possible. The Chair noted that utility coordination was often complex and involved multiple factors, making delays understandable. He also emphasized that connection to the municipal sewer system was a positive outcome, including the benefit of return flow credits associated with water use.

Further to an inquiry from Member Nemeč, Mr. Nikora advised that the facility was not in production but in the qualification stage.

A motion was made by Member Hardy, seconded by Member Nemeč, and carried unanimously to approve the Variance Extension Request for an existing septic system located at 4130 and 4140 W. Dewey Dr., Las Vegas, NV 89118 to remain split across two parcels, with the following conditions:

- 1. Petitioner and their successor(s) in interest shall discontinue use of the ISDS, connect structure it serves to the CCWRD community sewage system, and abandon or remove the ISDS in accordance with SNHD ISDS Regulations within one year of variance approval.*
- 2. Petitioner and their successor(s) will abide by the operation and maintenance requirements of the most current SNHD Regulations governing individual sewage disposal systems.*

Mr. Isler introduced John DeWolff, Environmental Health Engineer, who would be tasked with presenting variance requests to the Board in the future.

VIII. REPORT / DISCUSSION / ACTION

- 1. Receive, Discuss and Approve Proposed Amendments to the Southern Nevada District Board of Health Board Governance Policies;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

Heather Anderson-Fintak, General Counsel, presented the proposed amendments to the Board Governance Policies.

Further to an inquiry from Member Summers-Armstrong, Ms. Anderson-Fintak advised that the Board Chair had the authority to extend the time period for any individual during the public comment period.

Member Gallo inquired about the reason to remove the Pledge of Allegiance. Ms. Anderson-Fintak advised that it was based on previous comments received and the removal was only for committee meetings. The Pledge of Allegiance would still take place at the Board meetings.

A motion was made by Member Hardy, seconded by Member Nemeč, and carried unanimously to approve the amendments to the Southern Nevada District Board of Health Board Governance Policies, as presented.

- IX. BOARD REPORTS:** The Southern Nevada District Board of Health members may identify and comment on Health District related issues. Comments made by individual Board members during this portion of the agenda will not be acted upon by the Southern Nevada District Board of Health unless that subject is on the agenda and scheduled for action. ***(Information Only)***

Member Summers-Armstrong requested consideration of a semi-annual report detailing small business participation in Health District contracting, including the level of engagement, and overall reach within the small business community.

- X. HEALTH OFFICER & STAFF REPORTS *(Information Only)***

- DHO Comments

In addition to his written report, Dr. Lockett reported highlights shared during the 2026 State of Public Health event, held during Public Health Week in early April. He announced the launch and early success of the Street Medicine Program, which provides primary care services to unhoused individuals. Since its implementation in November 2024, the program has served more than 100 clients. He thanked the Board for approving an interlocal agreement with Clark County Social Services, providing approximately \$490,000 annually to support the program, with potential renewal for up to four years. The funding will allow expansion of services, including additional staffing, referrals, behavioral health support, and implementation of heat mitigation strategies for the unhoused population.

Additionally addressed at the State of Public Health was the status of drug overdose deaths in Clark County, noting a 23% decline from 2024 to 2025. Dr. Lockett emphasized that while the reduction was encouraging, a single year did not establish a trend, particularly given increases observed locally between 2019 and 2024. He highlighted naloxone distribution

efforts, with more than 212,000 doses disseminated and saturation goals exceeded in 2025. To strengthen local interventions, Dr. Lockett explained that the Health District was collaborating with the CDC on an epidemiological aid, involving joint fieldwork in overdose hotspot areas to better understand risk factors and inform targeted prevention strategies.

- Nevada Immunization Policy Update

Dr. Chris Elaine Mariano, Community Health Nurse Manager, provided an update on the Nevada Immunization Policy.

Member Hardy requested clarification on herd immunity, specifically whether measles, mumps, and rubella (MMR) require a 95% vaccination rate to achieve community protection and whether lower rates place populations at risk. Dr. Lockett confirmed that approximately 95% vaccination coverage was required for MMR herd immunity and explained that recent measles outbreaks in other states occurred in communities where vaccination rates fell below this threshold, often due to increased exemption rates. He noted that measles was highly contagious and spreads rapidly in under-vaccinated populations.

Regarding COVID-19, Dr. Mariano confirmed that COVID-19 vaccination was not currently required for school entry. Dr. Lockett added that herd immunity for COVID-19 has been difficult to establish due to ongoing viral mutations, though vaccines continue to provide individual protection.

Member Summers-Armstrong expressed concern about misinformation related to MMR vaccines and asked about health impacts observed during recent outbreaks. Dr. Mariano reported that Nevada has had one confirmed measles case in recent months, with no cases identified within Clark County schools, and therefore no long-term effects observed locally. She emphasized the importance of continued public education on potential disease outcomes and preventive measures.

Dr. Lockett outlined serious complications associated with measles infection among unvaccinated individuals, including hospitalization, neurological complications, sensory impairment, and death. He noted that vaccinated individuals involved in outbreak settings typically experienced milder illness and were rarely hospitalized.

Member Hardy acknowledged that vaccines may have rare adverse effects, such as febrile seizures, and emphasized the importance of shared clinical decision-making and clear communication regarding risks and benefits. Dr. Mariano advised that pediatric vaccination practices, noting that certain combination vaccines were now administered as single-antigen doses during the first year of life in accordance with national recommendations, based on safety data and shared decision-making with families.

Dr. Lockett concluded by underscoring the importance of maintaining vaccine safety oversight and monitoring systems, including regulatory review processes and adverse event reporting mechanisms. He noted that these systems were designed to identify safety concerns and support informed public health decisions, emphasizing the continued need for scientific rigor and public trust.

- Heat-associated Deaths & Emergency Department Visits

Alexis Brignola, Epidemiologist, and Jeff Quinn, Public Health Preparedness Manager, presented on Heat-associated Deaths and Emergency Department Visits.

Member Summers-Armstrong noted that heat-related deaths affect older adults and those taking blood pressure medication and emphasized that people may underestimate how extreme heat impacts them over time. She inquired how heat-related health risks could lag for several days after peak temperatures, requiring continued caution even as temperatures gradually decline. Ms. Brignola advised that modeling showed the elevated risk from extreme heat persisted beyond the initial high-temperature days, reflecting a gradual decrease rather than an immediate return to lower risk.

- Ryan White HIV/AIDS Program

Merylyn Yegon, Community Health Nurse Manager, and Magali Cano, Community Health Nurse Case Manager, provided an overview of the Health District's Ryan White HIV/AIDS Program.

Member Bond expressed appreciation for the presentation, noting it was her first time hearing a comprehensive overview of how the Ryan White funds were being used. She commended the effectiveness of the programs, particularly the focus on embedding services back into the community. She highlighted the high effectiveness rate among the population served as inspiring and thanked staff for the excellent presentation.

XI. INFORMATIONAL ITEMS

1. Administration Division Monthly Activity Report
2. Community Health Division Monthly Activity Report
3. Community Health Center (FQHC) Division Monthly Report
4. Disease Surveillance and Control Division Monthly Activity Report
5. Environmental Health Division Monthly Activity Report
6. Public Health & Preventive Care Division Monthly Activity Report

- ## **XII. SECOND PUBLIC COMMENT:** A period devoted to comments by the general public, if any, and discussion of those comments, about matters relevant to the Board's jurisdiction will be held. Comments will be limited to two (2) minutes per speaker. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote.

Seeing no one, the Chair closed the Second Public Comment portion.

XIII. ADJOURNMENT

The Chair adjourned the meeting at 10:28 a.m.

Cassius Lockett, PhD, MS
District Health Officer/Executive Secretary
/acm



Memorandum

Date: May 28, 2026

To: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH

From: Daniel Isler, P.E., REHS, *Environmental Health Engineer/Supervisor* *DI*
Daniel Burns, P.E., REHS, *Environmental Health Engineer/Manager* *DB*
Chris Saxton, MPH-EH, REHS, *Director of Environmental Health* *CS*
Cassius Lockett, PhD, *District Health Officer* *CL*

Subject: Variance request for an existing septic system, SNHD Permit #ON0026656, located at 8620 Mustang St., Las Vegas, NV to allow existing trees to encroach on the septic system.

I. BACKGROUND:

Lynn Kowalski, trustee of The Nevada Cooperative Trust, (“Petitioner”) is requesting a variance to obtain the approval for a Tenant Improvement in accordance with Section 3 of the *Southern Nevada District Board of Health Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management* (“SNHD ISDS Regulations”) for the property located at Assessor’s Parcel Number 125-11-602-002, also known as 8620 Mustang St., Las Vegas, NV 89131. The existing septic system was approved on April 18, 1996.

Petitioner requests a variance from Section 3.7 of the SNHD ISDS Regulations, which states that a “Tenant Improvement approval request shall be denied if the existing individual sewage disposal system (ISDS) is in violation of any of these Regulations.” The existing septic system is currently in violation of Section 11.3 of the SNHD ISDS Regulations.

Petitioner further requests a variance from Section 11.3 of the SNHD ISDS Regulations, which states that “All trees shall be at least ten feet (10’) from both the septic tank and leach field.” There are multiple trees on or near the leach field (see Attachment C). Petitioner would like to proceed with their Tenant Improvement approval request and allow the existing trees to remain.

Petitioner states the following with regards to these requirements:

1. There must be circumstances or conditions which are unique to the petitioner, and do not generally affect other persons subject to the regulation:

"The Site Plan clearly show the items in question are labeled correctly as Mountain Laurel's and Sumac which are Shrubs and Trees. The National Association of Arborist defines these items as Shrubs or Trees."

2. There must be circumstances or conditions which make compliance with the regulation unduly burdensome and cause a hardship to and abridge a substantial property right of the applicant, and the variance is necessary to render substantial justice to and preserve the property rights of the applicant. Please indicate in what manner compliance with the regulation would be burdensome or cause a hardship on your business or how the free use of your property may be affected (if economic factors are an issue, please include estimates regarding the costs that would be incurred by compliance):

"Removing these shrubs and trees would probably do more damage to the existing system than if they were left there as is. The cost to remove these items in 2023 was \$30,000.00, given the increased cost of construction in 2026, the cost would be in excess of \$40,000."

3. Granting the variance will not be detrimental or pose a danger to the public health and safety. Please provide evidence that the variance request, if approved, will not adversely affect the safe and sanitary operation of the applicant(s) pool, spa, or food establishment:

"These trees & shrubs have been there for 23 years, and the system continues to function with no issue. Removing them now would serve no useful purpose. The new detached garage will have no connection, either directly or indirectly to the septic system (there are no sinks with drains or hose bibs as part of this project.)"

Examination of the Clark County Assessor's records and parcel genealogy show that the Petitioner is the second owner of the septic system and obtained the property in January 1999. An analysis of available aerial photography shows the trees in question were present in the Spring of 2001 or earlier.

On January 26, 2023, the Board of Health approved the Petitioner's application for a variance from Sections 3.7 and 11.3 of the SNHD ISDS Regulations, to allow the Petitioner to construct an outdoor barbecue and kitchen area. The variance allowed for a one-time approval of the barbecue project, with the condition that the approval was valid only until the project was completed or the building permit was inactivated, and that any future development requiring building permits would require a separate variance approval. The building permit (BD21-60259) for the barbecue project expired on May 1, 2025. Accordingly, the Petitioner is seeking approval for a detached garage with a workshop and attached patio cover (BD25-50489).

An analysis of the surrounding area shows that there are 48 recorded well logs and 92 permitted septic systems within a square mile of the subject property. There is a City of Las Vegas sewer line approximately 325 feet from the Subject Property, but it currently is not available for connection (see Attachment E).

II. RECOMMENDATION:

The existing trees located on and near the leach field pose a risk to the septic system via root intrusion. Root intrusion can cause hydraulic failure, which may result in sewage backup into the structures being serviced by the septic system or surfacing of sewage over the leach field.

However, the presence of trees allows for uptake of the effluent by the roots, which may improve treatment of the effluent. Petitioner claims that the plants in question are shrubs, but that characterization appears to be contradicted by the arborist's report and classification (see Attachment F).

The existing septic system is at higher risk of failure as it is 30 years old where a typical septic system life span is about 30 years. On February 27, 2026, Hardin & Sons, Inc. performed an assessment of the septic system, from which they concluded that the system was functioning properly and was not experiencing any operational issues due to root intrusion at the time of their inspection (see Attachment G).

Staff are of the opinion that granting the variance would not endanger public health or safety. There is an increased risk of failure of the septic system because the system has reached its life expectancy of 30 years, and because of the potential for blockage of effluent disposal by tree root intrusion into the leach field and/or septic tank. However, the system appears to be working adequately, and the roots do not appear to have caused any damage to the system at this time. Also, the proposed project will not include plumbing, so it will not place any additional stress on the system.

Therefore, staff recommend APPROVAL of the variance. If the Board of Health approves the variance, staff recommends approval with the following conditions outlined in Section III.

III. CONDITIONS:

If approved, staff recommend the following conditions:

1. Petitioner and their successor(s) in interest shall abide by all local governmental regulations requiring connection to community sewage systems. Use of the ISDS shall be discontinued and the structure it serves shall be connected to any community sewage system constructed in the future to within four hundred feet (400') of the property line when connection can be made by gravity flow and the owner(s) are notified and legally required to do so.
2. Petitioner and their successor(s) will abide by the operation and maintenance requirements of the most current SNHD regulations governing individual sewage disposal systems.
3. No additional trees are allowed within 10 feet of the existing septic system.
4. The variance allows for the one-time approval of the proposed detached garage project and is in effect until the aforementioned project is completed or the building permit is inactivated. Any future development requiring building permits will require a variance pursuant to the SNHD ISDS Regulations and a report regarding the functionality of the septic system.
5. Petitioner and their successor(s) must provide a copy of the variance to potential buyers as part of the disclosure process per NRS 113.

Variance Request for 8620 Mustang St.

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Attachments:

- A. Variance Candidate Application
- B. Justification Letter
- C. Tenant Improvement Review (SR0045192)
- D. Authorization Letter
- E. Sewer Connection Information
- F. Arborist Report for 8620 Mustang St.
- G. Septic System Assessment by Hardin & Sons
- H. Quote for Tree Removal from JDS Surfaces
- I. Public Notice

Attachment A: Variance Candidate Application (Page 1 of 3)



VARIANCE CANDIDATE WORKSHEET

PART I:

ESTABLISHMENT INFORMATION

Name of Facility/Establishment:
Health Permit Number:
Date of Inquiry:
Name of Operator/ Agent:
Address of Operator/ Agent:
Contact Information of Operator/ Agent:
Office Phone:
Cell Phone:
Fax Number:
Email Address:
If corporation, the name/title of individual to sign for Variance document:
Name:
Title:

OWNER INFORMATION

Name of Property Owner: Nevada Cooperative Trust and Lynn Kowalski, Trustee
Address of Property Owner: 8620 Mustang Street, Las Vegas, NV 89131
Contact Information of Property Owner: Lynn Kowalski, C/O Edge Design & Construction INC, Victor Leach
Office Phone: 702-550-6778
Cell Phone: 702-467-0999
Fax Number: NA
Email Address: VICTOR@EDGENV.COM

PROPERTY INFORMATION

Property Address: 8620 Mustang Street, Las Vegas, NV 89131
Assessor's Parcel Number (APN): 125-11-602-002
Describe location within larger facility (i.e. hotel/casino/resort, etc.):
Installation of a new detached garage on property - SNHD granted a variance for this same property per the attached SNHD meeting minutes dated Januar 26, 2023. Issue was trees located within 10' of soild absorption system or septic tank. Conditions of granted variance was to apply for a new variance when any construction takes place on the propperty. The new garage has no water or sewer attached. Previous SNHD permit # was ON0026656

Describe Variance Issue (s): (Include sections of the Regulation or Nevada Administrative Code that applies to the request for a variance)
5.1 - No Trees shall be located within ten (10) feet of a soil absorbstion system or septic tank

NOTE - A Variance was granted by SNHD on January 26, 2023 - See attached meeting minutes showing approval

Attachment A: Variance Candidate Application (Page 2 of 3)

PART II:

Nevada Administrative Code 439.240 states in general that certain conditions or circumstances must be shown to exist in order for a Board of Health to approve a request for a Variance from adopted public health regulations. A variance application letter (as noted below in PART III) MUST specifically address each of the following issues:

1. There must be circumstances or conditions which are unique to the applicant, and do not generally affect other persons subject to the regulation. **Please indicate how your request is unique to your situation and is, therefore, not likely to affect other persons subject to the regulations:**

The site plan clearly show the items in question are labeled correctly as Mountain Laurel's and Sumac Which are Shrubs and Trees. The National Association of Aboorsits defines these itmes as Shurbs or Trees.

2. There must be circumstances or conditions which make compliance with the regulation unduly burdensome and cause a hardship to and abridge a substantial property right of the applicant, and the variance is necessary to render substantial justice to and preserve the property rights of the applicant. **Please indicate in what manner compliance with the regulation would be burdensome or cause a hardship on your business or how the free use of your property may be affected (if economic factors are an issue, please include estimates regarding the costs that would incurred by compliance):**

Removal of these shrubs and trees will likely cause more damange to the existing system than if they were left undisturbed

The cost to remove these items in 2023 was \$30,000.00 (Thirty Thousand Dollars and 00/100), given the increased cost of construction in 2026, the cost would be in excess of \$40,000.

3. Granting the variance will not be detrimental or pose a danger to the public health and safety. **Please provide evidence that the variance request, if approved, will not adversely affect the safe and sanitary operation of the applicant(s) pool, spa, or food establishment:**

These trees & shrubs have been in place in excess of 23 years and the system continues to function without issues.

Removal of these will serve no useful purpose.

The new detached garge will have no connection, either directly or indirectly to the septic system (there are no sinks with drains or hose bibs as part of this project.)

Attachment A: Variance Candidate Application (Page 3 of 3)

NAC 439.240 Approval by State Board of Health. (NRS 439.150, 439.190, 439.200)

1. The State Board of Health will grant a variance from a regulation only if it finds from the evidence presented at the hearing that:
 - (a) There are circumstances or conditions which:
 - (1) Are unique to the applicant;
 - (2) Do not generally affect other persons subject to the regulation;
 - (3) Make compliance with the regulation unduly burdensome; and
 - (4) Cause a hardship to and abridge a substantial property right of the applicant; and
 - (b) Granting the variance:
 - (1) Is necessary to render substantial justice to the applicant and enable the applicant to preserve and enjoy his or her property right; and
 - (2) Will not be detrimental or pose a danger to public health and safety.
 2. Whenever an applicant for a variance alleges that he or she suffers or will suffer economic hardship by complying with the regulation, the applicant must submit evidence demonstrating the costs of compliance with the regulation. The Board will consider the evidence and determine whether those costs are unreasonable.
- [Bd. of Health, Variances Reg. §§ 2.7-2.8, eff. 10-16-80; A 2-5-82; 1-19-84]

PART III:

A Variance Application Letter, which includes all information provided by the applicant on his worksheet, must be submitted in writing to the Environmental Health Division (EHD) Director no later than 40 days before the monthly Board of Health Meeting. **The Application letter must be on the owner's letterhead signed by the Owner/Corporate Officer specifically listing which part(s) of the Regulation the proposed Variance covers with this completed Worksheet as an attachment. The written Application Letter must take particular care in providing statements and evidence of circumstances or conditions and reasons why the District Board of Health should grant the Variance as listed in NAC 439.240 as shown at the top of this page. ALL information you have provided in PART I and II of this Worksheet must be included in the body of the letter.** The evidence required may include 8 1/2" x 11" or 11" x 17" detailed drawings and/or photographs.

The Variance process is outlined in Nevada Administrative Code (NAC) 439.200 through 439.260 with the exception that an application fee is payable to SOUTHERN NEVADA HEALTH DISTRICT (SNHD).

This section to be completed by SNHD staff ONLY

Next closing date is: _____ for the _____ BOH Meeting.

Referred by: _____

(Print Name of REHS)

Completed by: _____ Date: _____

(Print Name of REHS if not by supervisor)

Received by: _____ Date: _____

(Owner/Operator/Agent)

Reviewed by: _____ Date: _____

(Signature of SNHD Manager)

Attachment B: Justification Letter

DocuSign Envelope ID: FD5C1C3C-E679-4797-AA79-17C57622E7B8

March 9, 2026

Mr. Chris Saxton, MPH-EH, REHS
Director of Environmental Health Division
Southern Nevada Health District
280 S. Decatur Blvd
Las Vegas, NV 89107

RE: SNHD Permit #: ON0026656
Variance Request - Extension
8620 Mustang Street
Las Vegas, NV 89131

Mr. Saxton,

I am the owner of Nevada Cooperative Trust, Lynn D. Kowalski of 8620 Mustang St, Las Vegas, NV 89131, further described as LAND DIVISION 146-92, LOT 2 BLOCK, PARCEL NUMBER 125-11-602-002 in Clark County.

As the owner, I ask SNHD to extend the variance awarded January 26, 2023 (Section 5.1 of the IDSD Regulations requiring no Trees within 10 feet of a Sewage Disposal System or Septic Tank) to my new construction project, Clark County Building Department, Permit #BD25-50489.

Attached is the previous application describing in detail the conditions of the site and the justification for the granting of the variance on January 26, 2023.

The following is a summary of the detailed application:

- Trees listed on the inspector's report are actually Mountain Laurel's and Sumac which, according to the Arborist Society and do not require removal
- Shrubs have been there for over 20 years and have not impacted the function of the septic system
 - See updated assessment of the Septic System Dated February 26, 2026 confirming there continues to be no impact on the system from the Mountain Laurel's and Sumac.

We are confident the attached information will adequately support our request to extend the variance to our new project.

Thank you for your time and consideration.

Sincerely,

DocuSigned by:


Lynn D. Kowalski
Trustee
Nevada Cooperative Trust
8620 Mustang Street
Las Vegas, NV 89131
3/10/2026

Attachment C: Tenant Improvement Review (SR0058892) (Page 1 of 3)

SOUTHERN NEVADA HEALTH DISTRICT
 280 SOUTH DECATUR BLVD • PO BOX 3902 • LAS VEGAS, NV • 89127 • 702-759-0660 (DIRECT)• 702-759-1000(24 HOURS)

REPORT AND/OR NOTICE OF INSPECTION

EHS 2068	PERMIT NUMBER ON0026656	FACILITY Nevada Cooperative Trust and Kowalski Lynn D. TRS			ADDRESS 8620 Mustang ST Las Vegas, NV 89131-1940		
DIST 14	CITY Las Vegas	APN # 125-11-602-002		SR # SR0058892	WATER SOURCE Domestic Well		
CURRENT ACTION 628	Service Date 2/19/2026	Status	Time In 7:30	Time Out 8:30	Result 83		
	Travel Minutes	Miles	Violations Alleged	Violations Actual	Future Action 76	Action	Date

NOTIFIED OF THE FOLLOWING

The tenant improvement for the detached garage without plumbing is Conditionally Approved.

A variance approval was granted in January 2023 to keep the trees around the septic system for a BBQ patio area to be built. Condition #4 of that approval requires a new variance for any future project.

The variance process will determine if the trees can continue to remain or will need to be removed.

The permit for the detached garage can be released but PLACE A HOLD ON THE FINAL INSPECTION.

RECEIVED BY:

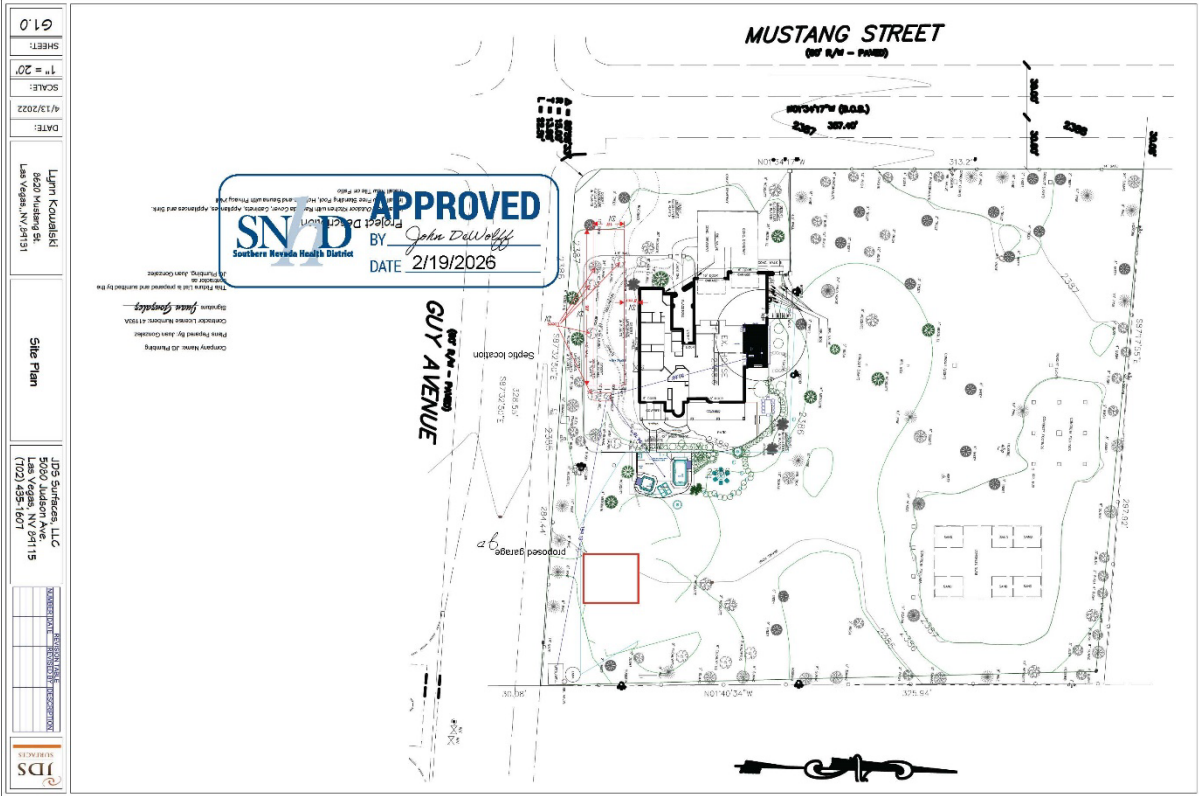
ENVIRONMENTAL HEALTH SPECIALIST:

Victor Leach via email

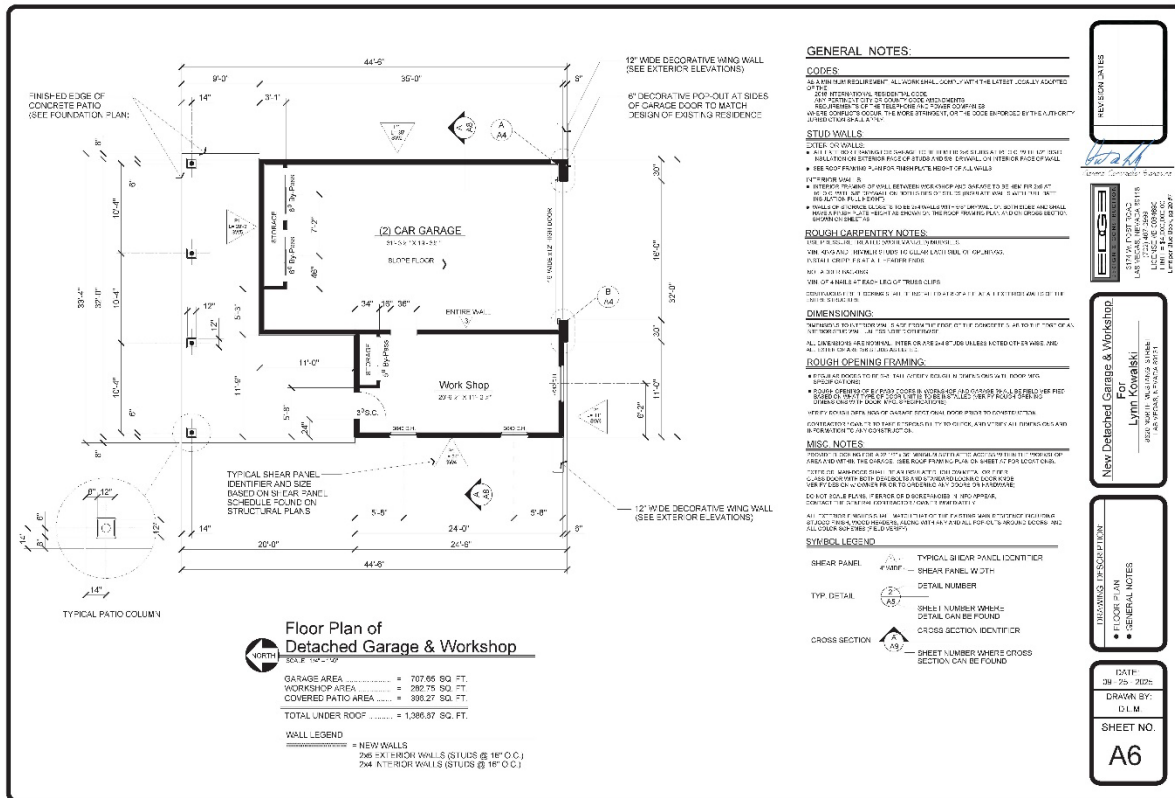
John DeWolff



Attachment C: Tenant Improvement Review (SR0058892) (Page 2 of 3)



Attachment C: Tenant Improvement Review (SR0058892) (Page 3 of 3)



Attachment D: Authorization Letter

DocuSign Envelope ID: B253D5EE-E4E3-47CE-92CF-E15AF7FE998F

April 6, 2026

Southern Nevada Health District
280 S. Decatur Blvd
Las Vegas, NV 89108

RE: Authorization Letter
SNDH Permit #: ON0026656
Variance Request – Extension
APN 125-11-602-002
8620 Mustang Street
Las Vegas, NV 89131

To whom it may concern:

I, Lynn D. Kowalski, do hereby authorize Victor M. Leach, President, Edge Design & Construction INC., to make an application to request an extension of an existing, approved variance for the above referenced address.

In the event I cannot be present at the assigned hearing determined by The Southern Nevada Health District to address this application, I authorize Mr. Leach to speak on my behalf.

Both Mr. Leach and I understand we must both sign the letter of request and the variance order.

Sincerely,

 4/7/2026
CAE6D53AC3354CD
Lynn D. Kowalski
Trustee
Nevada Cooperative Trust
8620 Mustang Street
Las Vegas, NV 89131

 4/6/2026
709061AD3DF5428
Victor M. Leach
President
Edge Design and Construction INC
3174 W. Post Road
Las Vegas, NV 89118

Attachment E: Sewer Connection Information



**LAS VEGAS
CITY COUNCIL**

SHELLEY BERKLEY
Mayor

BRIAN KNUDSEN
Mayor Pro Tem

OLIVIA DIAZ
FRANCIS ALLEN-PALENSKE
NANCY E. BRUNE
SHONDRA
SUMMERS-ARMSTRONG
KARA KELLEY

MIKE JANSSEN
City Manager

PUBLIC WORKS
MICHAEL CUNNINGHAM,
P.E.
ACTING DIRECTOR

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
711 | TTY



April 1, 2026

Daniel Isler
Southern Nevada Health District
PO Box 3902
Las Vegas, NV 89127

RE: APN 125-11-602-002
8620 Mustang Street, Las Vegas, NV 89131

Mr. Isler:

The referenced parcel is located at the northeast corner of Guy Avenue and Mustang Street. The closest sewer connection point is to an existing manhole in Maverick Street and Guy Avenue intersection, approximately 325 feet east from the easternmost property line.

While The City of Las Vegas (City) continues to enforce Nevada Administrative Code and Southern Nevada Health District Regulations, and given public sewer availability within 400 feet of the nearest property line, the City takes no exception to a variance request to utilize the existing ISDS as the property does not fit the criteria to connect at this time, provided SNHD confirms capacity for the proposed additional fixtures. If you have any questions, feel free to contact the City at 702-229-2176.

Upon ISDS Permit Renewal in the future, should sewer access be available, The City anticipates the connection be utilized.

Please do not hesitate to call me at 702-229-2176 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Dom Panaligan".

Dominic Panaligan, P.E.
Engineering Project Manager
City of Las Vegas Public Works
Sanitary Sewer Engineering

Cc: Morgan Meyer, P.E. – Project Engineer, Public Works, Sewer

Attachment F: Arborist Report for 8620 Mustang St.

mrtreelv@gmail.com



mrtreelv.com

Arborist report

Scott Ainsworth
FBO: Lynn Kowalski
8620 Mustang st
Las Vegas NV 89131

July 25, 2022

Assess condition of

Tree roots affecting septic system

Re: Assess area of septic system to determine possibility of tree roots becoming invasive or disruptive to septic tank/field.

Conditions/Observations:

Septic field located right (South) side of house, side yard area covered with various desert type plants and bushes (yuccas, brittlebrush, cacti, Agaves etc..)

Trees adjacent to but not on top of septic field are 3 Texas mountain Laurel (*Sophora secundiflora*) and 1 African sumac (*Rhus lancea*) at far end corner.

Analysis:

These are mature specimens that have been established for perhaps 15-20 years.

Trees are located off the field of the septic system.

Texas Mountain Laurel is considered a small shrub-like tree.

African sumac is considered a medium sized tree.

Recommendations:

Being that these are mature specimens and well past the point of rapid root expansion, I would not expect more root development that may interfere with the septic system.

Most tree roots are to be found in the top 18 inches and seeing that these trees are supplied with drip irrigation at the base of the trees I would expect the root mat to be close too and around the base of the trees.

We hope this analysis and assessment has been helpful in your research and hope to be of further service to you should the need arise.



Sincerely, Joe Noriega Mr. Tree service TRAQ (Tree Risk Assessment Qualified)



Supervising Arborist Joe Noriega ISA certified Arborist WE-9982A member # 216263
1340 E. Pebble Rd #100 Las Vegas, NV 89123 - NV state contractor license # 60522
Mr. Tree 702.401-6277 PTI Golf 702.315.5121 phone 702.891.0836 fax



Attachment G: Septic System Assessment performed by Hardin & Sons

HARDIN & SONS, INC.

Custom Excavating*
Contractors Lic. #0630813
Hardin.Sons@gmail.com

201 W. Cheyenne Ave.
North Las Vegas, NV 89030
Tel (702) 399-3878
Fax (702) 399-2032

February 27, 2026

To Whom It May Concern:
RE: 8620 N. Mustang St.
Las Vegas, NV
SNHD Permit # SJ794-GGK-00

Phone: 702-600-9495
Email: lasvegassepticservice@gmail.com

This letter is to inform you of the results per my inspection at 8620 N. Mustang St. regarding the status of the existing septic system.

The septic tank is located on the south side of the house with the leach field extending to the west. The Southern Nevada Health District permit and inspection report reflect a 1500 gallon septic tank and a 1620 sq. ft. leach field. The tank and leach field appear to be within the required guidelines for setbacks to the structure and the property lines.

The septic tank appears to show no signs of any deterioration. The tank appears to be clean and the system is at operational level and appears to be functioning fine. The Southern Nevada Health District recommends the septic tank be pumped out every four to six years.

The Southern Nevada Health District requires all trees to be at least 10 ft. from the septic tank and leach field. A couple of trees appear to be in the vicinity of the tank and leach field but do not appear to be causing any operational issues at this current time.

If you have any further questions please feel free to contact me at 702-399-3878.

Sincerely,



Dale Martin
President
Hardin & Sons, Inc

Attachment H: Quote for Tree Removal from JDS Surfaces

JDS Surfaces, LLC

5080 Judson Ave.
Las Vegas, NV 89115



Estimate

Date	Estimate #
1/5/2023	J8586

Phone #	(702) 435-1607
---------	----------------

Name / Address
Kowalski Residence 8620 Mustang St Las Vegas NV 89131

Project

Description	Qty	Total
Pricing based on Verbal Quote from Mr. Tree.		
02-100 Demolition - Remove existing Trees within 10' of the existing Septic System by hand.	60	7,500.00
02-100 Demolition - Remove existing Tree Roots by Hand within 10' of the Existing Septic System to stop the growth of new Trees	120	15,000.00
01-200 Rubbish Removal - Disposal of Waste from Tree Removal	1	750.00
02 Sitework/Demolition - Replace Landscape area of Tree Removal	1	6,650.00

	Total	\$29,900.00
--	--------------	-------------

NV Contractors Lic # 0075442 Limit \$ 350,000.00 NV Contractors Lic # 0075441 Limit \$ 150,000.00 NV Contractors Lic # 0067721 Limit \$ 75,000.00		Sign, print and date if you agree to this estimate Printed Name _____ e: _____ Signature _____ <i>Credit cards Accepted (4% Fee)</i>
--	--	---

Attachment I: Public Notice



PUBLIC NOTICE

The Southern Nevada District Board of Health will conduct a PUBLIC HEARING on Thursday, May 28, 2026 at 9:00 AM during its regular monthly meeting in the Red Rock Conference Room at the Southern Nevada Health District at 280 S. Decatur Blvd., Las Vegas, Nevada, to approve or deny a variance request filed by Lynn Kowalski, trustee of The Nevada Cooperative Trust, ("Petitioner"), to allow existing trees to remain within 10 feet of the existing septic system (SNHD Permit # ON0026656) on the property located at 8620 Mustang St, Las Vegas, NV 89131, APN 125-11-602-002.

The variance is requested to allow the Petitioner to obtain approval for a Tenant Improvement in accordance with Section 3 of the *Southern Nevada District Board of Health Regulations Governing Individual Sewage Disposal Systems and Liquid Waste Management* and to allow future building permits to be issued. The variance will allow the existing trees to encroach on the septic system.

All interested persons may appear at the hearing and state their positions. All written and oral submissions will be considered by the Southern Nevada District Board of Health. Written comments must be forwarded by May 27, 2026 to:

Daniel Isler, P.E., REHS
Environmental Health Engineer/Supervisor
Southern Nevada Health District
P.O. Box 3902
Las Vegas, Nevada 89127
isler@snhd.org

The variance application is available for review at the Southern Nevada Health District, 280 S Decatur Blvd, Las Vegas, Nevada 89107. Please contact Cherie Custudio at (702) 759-0660 to schedule an appointment to review the application during the normal business hours of 8:00 AM to 4:30 PM.

- S -

Chris Saxton, MPH-EH, REHS
Director of Environmental Health

May 12, 2026
Date






TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** May 28, 2026

RE: *Approval of the Agreement between the Southern Nevada Health District and The Whiting-Turner Construction Company.*

PETITION #32-26

That the Southern Nevada District Board of Health approve the Agreement and contract between the Southern Nevada Health District and The Whiting-Turner Construction Company for completing construction of the new BSL3 building of our public health laboratory located at 700 S Martin Luther King Blvd.

PETITIONERS:

Cassius Lockett, PhD, District Health Officer 
Jason Frame, Acting Director of Administration 
Bob Kingston, Chief Facilities Officer 

DISCUSSION:

The BSL-3 lab expansion project for Southern Nevada Health District will add approximately 12,800 square feet to the Southern Nevada Public Health Laboratory in the Las Vegas Medical District. Of this expansion, 8,300 square feet will be built out immediately, while an additional 4,500 square feet of shell space is being prepared for future growth and occupants. As the region's population continues to increase, the expanded laboratory will strengthen the agency's ability to respond to public health threats and improve service capacity for Clark County and neighboring rural communities.

FUNDING:

The Southern Nevada Health District solicited a formal bid through the RFP process in order to define the best fit for the BSL3 lab expansion project in which The Whiting-Turner Construction Company was selected. The Southern Nevada Health District is using funds from SB118 (SBLBX25) \$3,308,085.96, Clark County Recovery Funds \$3,900,346.15, and SNHD General Funds \$12,834,256.89 to complete the cost of the BSL3 lab expansion project for a total of \$20,042,689.00.



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 First day of May in the year Two Thousand Twenty-Six

BETWEEN the Owner:

)

Southern Nevada Health District
280 S. Decatur Blvd.
Las Vegas, Nevada 89107

and the Construction Manager:

The Whiting-Turner Contracting Company
6720 Via Austi Parkway, Suite 550
Las Vegas, Nevada 89119

for the following Project, SNHD Reference Number C2500139, PWP-CL-2025-526:
(Paragraph deleted)

The Whiting-Turner Contracting Company will serve as Construction Manager at Risk for the construction of a new Biosafety Level 3 laboratory located at 700 S. Martin L. King Blvd., Las Vegas, NV 89106.

The Architect:

)

EC Nevada, LLC
15231 Laguna Canyon Road
Suite 200
Irvine, CA 92618

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

Design and construction of a new BSL-3 laboratory including phased utility site, and building work at 700 S. Martin L. King Boulevard, Las Vegas, Nevada, 89106.

§ 1.1.2 The Project's physical characteristics:

Two-phase project on a secured urban site with civil improvements, deep utilities, BSL-3 lab construction, and supporting infrastructure.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Paragraph deleted)

TBD

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

- .1 Design phase milestone dates, if any:

Design phase completed November 30, 2025

.2 Construction commencement date:

Still to be determined as of full execution of Agreement based on ongoing offsites and utility construction, with construction commencement date anticipated to take place in June 2026

.3 Substantial Completion date or dates:

Still to be determined as of full execution of Agreement based on ongoing offsites and utility construction, with Substantial Completion anticipated to take place in September 2027

.4 Other milestone dates:

~~It is mutually understood that there are critical financial planning constraints creating milestones for project spend with approximately \$3.2 million to be spent by June 30, 2026 and approximately \$3.9 million to be spent by December 31, 2026~~

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below: Construction will proceed in two primary phases. Korte Construction Company, doing business as the Korte Company ("Korte") will complete site and civil work. Construction Manager will follow with building construction. Coordination between both contractors will be led by Owner.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

Not Applicable

§ 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:

Owner requires Construction Manager's coordination with Korte during turnover.

§ 1.1.7.1 Coordination and Transition from Korte Construction Company

§ 1.1.7.1.1 Owner will coordinate a structured turnover process from Korte, which is performing the initial civil and site utility improvements, to the Construction Manager. This transition will include by not be limited to:

- .1** Joint site walks between Korte and Construction Manager at key milestones to review completed scopes and site readiness
- .2** A formal turnover meeting facilitated by Owner, including participation by Korte, Construction Manager, Architect, and relevant consultants, to review site conditions, access requirements, and any open items or exceptions
- .3** Delivery of as-built documentation, utility testing reports, permit closeouts, and dust control/SWPP compliance documentation by Korte prior to demobilization
- .4** Construction Manager shall coordinate mobilization activities to commence no earlier than completion of Korte's agreed scope and turnover acceptance by Owner.
- .5** Owner shall issue a written notice of site turnover to both Korte Construction Manager confirming acceptance of the transitioned work and authorizing Construction Manager's start of field activities

This protocol ensures clear delineation of responsibilities and minimizes disruption between the two project phases.

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User Notes:

Init.
Initials Redacted
Initials Redacted
Initials Redacted
Initials Redacted

(825841260)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

Corey Morrison, Owner's Project Representative
280 S. Decatur Blvd.
Las Vegas, NV 89107
Morrison@snhd.org
702/759-1117

§ 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:

Architect

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

David Salter, PEGeotechnical & Environmental Services, Inc.
7150 Placid Street
Las Vegas, NV 89119
Phone: 702/365-1001
Email: David.Salter@ges-west.com

.2 Civil Engineer:

Retained by the Architect.

.3 Other, if any:

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

§ 1.1.11 The Architect's representative:

Simon Richmond, PE, PMP
EC Nevada, LLC
401 West A Street, Suite 320
San Diego, CA 92101
Email: srichmond@ewingcole.com
Phone: (949) 417-7550
Mobile: (919) 720-9647

§ 1.1.12 The Construction Manager identifies the following designated representatives in accordance with Article 3:

John Breuer, Project Executive
6720 Via Austi Parkway, Suite 550
Las Vegas, NV 89119
Phone: (702) 650-0700

Init.

Initials Redacted
Initials Redacted
Initials Redacted

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User Notes:

(825841260)

Mobile: (702) 400-3702
Email: John.Breuer@whiting-turner.com

Jacob York, Lead Project Manager
6720 Via Austi Parkway, Suite 550
Las Vegas, NV 89119
Phone: (702) 650-0700
Mobile: (925) 353-6250
Email: jacob.york@whiting-turner.com
Ian Thomas, Lead Project Superintendent
6720 Via Austi Parkway Suite 550
Las Vegas, NV 89119
Phone: (702) 650-0700
Mobile: (925) 201-9392
Email: ian.thomas@whiting-turner.com

Ruby Carrillo, Project Safety Manager
6720 Via Austi Parkway, Suite 550
Email: ruby.carrillo@whiting-turner.com
Phone: (725) 289-6146

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9: Pursuant to the below Article 3, Construction Manager must receive prior approval from Owner to make changes to designated representatives.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

§ 1.1.14.1 Construction Manager may enter into a contract with a subcontractor licensed pursuant to NRS Chapter 624 to perform certain preconstruction services notwithstanding the provisions of NRS 338.16991 and 338.16995, and subject to the provisions of subsection 2, in accordance with NRS 338.16935.

§ 1.1.14.2 Construction Manager shall advertise for and select, in accordance with the applicable provisions of NRS 338 and NAC 338, the subcontractors required to complete the construction of the Project. Construction Manager acknowledges that it must comply with all the requirements of NRS 338.16991 and NRS 338.1693 as well as the NAC.

§ 1.1.14.3 Construction Manager shall advise Owner of all planned pre-bid, bid, and solicitations, including terms, conditions, contract forms, schedules, bid packages, and other items for Owner's review. Construction Manager will ensure (1) determination of qualifications is made subject to the provisions of NRS 338.16991 and (2) evaluation of proposals and selection of subcontractors are done pursuant to the provisions of NRS 338.16995.

§ 1.1.14.4 All bids shall be received by Construction Manager and shall be reviewed with the Project Team, consisting of Construction Manager, Owner, and Architect. Construction Manager shall utilize a bid system that ensures parity, consistency of bids, and documentation of date and time bids are received to show compliance with advertisement for bids.

§ 1.1.14.5 Construction Manager shall ensure that all proposed subcontractors are properly qualified to perform their portion of work and have a valid Nevada business license pursuant to NRS 338.072.

§ 1.1.14.6 Construction Manager shall comply with all the provisions of NRS 338.020-338.090, inclusive.

§ 1.1.14.7 Within ten (10) days of opening subcontractor proposals, Construction Manager shall provide Owner with a list of the selected subcontractors. Construction Manager shall not substitute any person for itself or a subcontractor that is named on the required list(s) except as provided per NRS 338.16995.

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

§ 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 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. ~~The parties agree that the contractual relationship of Construction Manager to Owner is one solely of an independent contractor in all respects and that this Agreement and/or any other Contract Documents do not in any way create a partnership, joint venture, or any other relationship between Owner and Construction Manager other than the contractual relationship as specified in this agreement.~~

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified, 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 as modified shall mean the Construction Manager. Owner agrees that Construction Manager shall not be liable to Owner for the Architect's or its subconsultants' negligent error or omissions in the performance of architectural or engineering services and that, in the event of such errors or omissions, Owner shall look solely to the provider of such professional services for any damages sustained by the Owner.

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

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 3.0 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 as modified referenced in Section 2.3.1. The Construction Manager's Construction

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Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. Pursuant to the above § 1.1.12, the Construction Manager has identified designated representatives authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.0.1 Project Lead Superintendent, Project Manager, Project Safety Manager, and Project Executive. The Construction Manager will employ a qualified and competent lead project superintendent and necessary assistants who will be in attendance at the Project site during the performance of all Work. The lead project superintendent represents the Construction Manager, and communications given to the lead project superintendent shall be as binding as if given to the Construction Manager. The Construction Manager shall further employ a project manager who shall represent the Construction Manager in the overall planning, execution, and closing of the project including but not limited to observing all constraints related to the cost, timing and scope of the Project. The Construction Manager will also designate a project safety manager who will be a primary contact for the Owner regarding project safety. Finally, the Project Executive will provide overall direction and strategic leadership from pre-construction through closeout to ensure Project stays on schedule, within budget, and is completed to Owner's satisfaction.

§ 3.0.2 The Construction Manager's Designated Representatives as identified in § 1.1.12 of this Agreement are accepted by Owner. Before replacing any of the individuals identified as a Construction Manager's Designated Representative, Construction Manager must furnish in writing to Owner and Architect the name and qualifications of the proposed replacement as soon as is practicable. The Owner and Architect may reply within 14 days to the Construction Manager in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent, safety director and/or project manager, or (2) that the Owner or Architect requires additional time to review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 3.0.3 Construction Manager shall not assign to the Project a lead project superintendent, project manager, project safety manager, or project executive to whom the Owner or Architect has made reasonable and timely objection. The Construction Manager shall not change the superintendent, project manager, or safety director without the Owner's consent, which shall not unreasonably be withheld or delayed. The parties recognize that in the event Construction Manager changes the superintendent, project manager, or safety director without the consent of Owner, Owner may incur additional expenses and delay that will be difficult or impossible to quantify. Accordingly, in such an event, Construction Manager will pay to Owner a penalty of \$5,000.. In the event of an unforeseen instance, generally termination, resignation, death, or serious illness precluding the ability to carry out duties, requiring a change in the Construction Manager's representatives, the Construction Manager shall contact the Owner immediately to determine any adjustments in the Construction Manager's representatives which shall not be unreasonably withheld.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect 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 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 Architect and Owner 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 Architect on proposed site use (including staging, operations, warehouse coordination activities for material staging, and parking that might affect adjacent sites) and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, 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 Architect 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 and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 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 Architect'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 Architect, 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 Architect's review and the Owner's 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 The Architect has progressed the design through Construction Documents and has submitted same to the authority having jurisdiction ("AHJ") for the permit. Prior completed construction estimates by the Architect's team have been issued to the Owner and will be made available to the Construction Manager at the Owners discretion. The Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, 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 Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 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. All cost estimates shall comply with Section 7.2.6.1 below relating to the payment of prevailing wages. In addition, all cost estimates shall comply with the requirements of Section 5.2 of AIA Document A201-2017, General Conditions of the Contract for Construction, as modified, relating to the Project constituting a "public work" under NRS 338.010(15)(b).

§ 3.1.7 The Architect has progressed the design through Construction Documents and has submitted same to the AHJ for the permit. 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 and Architect regarding equipment, materials, services, and temporary Project facilities.

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§ 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. The Construction Manager shall also consult with the Owner and the Architect in determining the most qualified bidders for the Work.

§ 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 Architect's review and the Owner's 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

Subject to the terms of Article 3.2.3 of the General Conditions AIA Document A201 – 2017, as modified, 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

Construction Manager's Preconstruction Phase Services include:

- . 1 Schedule Owner/Architect/Contractor meetings and document preconstruction discussions/decisions. The Construction Manager's Project Manager will take the lead on scheduling meetings and documenting all items and information discussed. Meeting minutes will be expediently produced and distributed to the team for verifications, tracking, and communication of action items to be completed by the parties involved.
- . 2 Perform constructability reviews. The Construction Manager's Project Manager and Lead Project Superintendent will perform reviews with assistance by various support staff. The information gathered will be consolidated into a set of working, red-lined plans, and list of items to review with the Design Team (Construction Manager and Architect) and Owner at the project meetings for implementation into the design documents. Construction Manager may also seek input from subcontractor and/or consultants for more detailed or specific information regarding certain design details or materials to be installed. To the extent possible, Construction Manager will also conduct the investigations and forensic studies to reconcile as-built and existing conditions.
- . 3 Provide advice and project analysis and feedback regarding materials, methods, systems, schedule, sequencing, labor, and other conditions affecting construction and contracting. The Construction Manager's Project Executive, Project Manager, Lead Estimator, and Lead Project Superintendent will contribute innovative suggestions to improve quality and practical recommendations to achieve a realistic, achievable project. This will include assessment of construction feasibility, ease and speed of construction and possibilities such as use of labor-saving, off-site fabrication or pre-assembled systems.

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- . 4 Develop a Master Design and Construction schedule with critical decisions and milestone dates. Scheduling is performed in house by the Construction Manager's Project Managers, with input and support from the Lead Project Superintendent. Upon project award, Construction Manager will provide a preliminary schedule which identifies critical milestone dates, activities related to design development and budget completion and the durations in which the activities must be completed to achieve the desired project delivery timeline. The schedule will include a detailed critical path method construction schedule as the Preconstruction phase reaches completion. Preplanning will include analysis of site logistics to optimize the flow of workers, materials, and equipment to and from the building site, with a strong emphasis on safety and minimum impact to ongoing site and area operations. Once agreed upon by all parties, the schedule will be updated weekly and used to track progress and completion of activities as the design evolves.
- . 5 Develop a Site Specific Safety Program and Storm Water Prevention Plan. The Site Specific Safety Program and Storm Water Prevention Plan will be developed in house by Construction Manager's Project Safety Manager.
- . 6 Life Cycle Cost estimating for effective evaluation of options. This will be performed by the Construction Manager's Project Team in conjunction with subcontractors, suppliers, and engineers to develop the best value for the systems required as the design progresses.
- . 7 Development of the GMP. Construction Manager will prequalify all subcontractors and ensure their compliance with NRS Chapter 338 and NAC Chapter 338. The Construction Manager's Project Manager and Estimator will prepare Customer Scope Worksheets for each trade. Bids will be accumulated and analyzed for a best value presentation to the Owner for approval in a transparent and detailed manner.
- . 8 Identifying long lead items and procurement plan. The Construction Manager's team will verify all potential long lead time material procurement timelines with subcontractors and suppliers as materials get selected.
- . 9 Timelines/requirements associated with permitting, third-party reports and compliance with authorities having jurisdiction. The Construction Manager's Project Manager will work with the Design Team and the Owner to determine when documents must be submitted for review by the authorities having jurisdiction in order to achieve a seamless transition into construction activities. Construction Manager will give input based on past experience relevant to what reports and evaluations will be required in order to completely evaluate and propose the final GMP budget and prepare to perform the work in conformance with the requirements of all entities including; the City of Las Vegas, City of Las Vegas Fire Department, Clark County Department of Air Quality, Nevada Division of Environmental Protection, Occupational Safety and Health Administration, and any other regulatory authority which may have jurisdiction.

§ 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 and Architect'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.

§ 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 material 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;

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- .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. Contract Manager will provide written accounting of its use of contingency to Owner. Any unused contingency funds from this contingency shall be allocated 30% to the Construction Manager and 70% to the Owner, with Construction Manager's allocation to be paid upon Final Completion.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover 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, a copy of which the Owner shall provide to the Architect. 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 and Architect 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 as modified, 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.

§ 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 and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017 as modified.

§ 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 Architect, 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 Architect, 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 Architect, 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.

(Paragraph deleted)

§ 4.1.2. The Owner shall, at the written request of the Construction Manager, prior to the commencement of the Work and thereafter, furnish to the Construction Manager reasonable written evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without 30 days prior written notice to the Construction Manager.

§ 4.1.3 **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.

§ 4.1.3.1 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.

§ 4.1.3.2 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.

§ 4.1.3.3 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.

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§ 4.1.4 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.

(Paragraphs deleted)

§ 4.1.5 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.

(Paragraph deleted)

§ 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 as modified, 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. This shall not include any legal, insurance and/or accounting services, including auditing services, for the Construction Manager to perform its work or maintain project files, meet auditing/accounting standards or other business and related practices for the Construction Manager to provide and manage the Work or the Project.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, as modified, 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 executed agreement between the Owner and the Architect, and any modifications to the executed agreement between Owner and Architect. Where the Owner is not required by law to secure the services of an architect to perform these services itself per applicable laws and regulations, the Owner reserves the right to serve as the Architect per this section without the execution of any Architectural 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:

\$50,000.00

§ 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 three (3) 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 completed.

(Paragraphs deleted)

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. Notwithstanding anything to the contrary, the Cost of the Work shall exclude costs arising from the Construction Manager's negligence and/or willful misconduct.

§ 6.1.2 The Construction Manager's Fee:

(Paragraph deleted)

3.75% of Cost of Work.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

3.75% of Cost of 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:

15%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Paragraph deleted)

- If Contractor fails to achieve Substantial Completion of the Work on or before the Substantial Completion Date set forth in this Agreement, as such date may be adjusted by approved Change Order, the Contractor shall pay to the Owner liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day for each calendar day following the Grace Period of thirty calendar days past the date of Substantial Completion. The total amount of liquidated damages accessed under this Section shall not exceed 50% of the Construction Manager's Fee.

§ 6.1.7 Other:

Not applicable.

§ 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 approved 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.

§ 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.

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§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, as modified.

§ 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, as modified.

§ 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 modified, 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 as modified 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. All costs in Article 7 or other Costs of Work shall be part of the Guaranteed Maximum Price and subject to all conditions of Section 1.1.14, 3.2 and Section 6.2.

§ 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 those rates customarily 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:

Not applicable

§ 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.

§ 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.

§ 7.2.6 Wages shall be paid at the agreed up rates to be set forth in a Rates Attachment to be included in the GMP amendment, and which shall not be subject to audit.

§ 7.2.6.1 Prevailing Wage, Apprenticeship Utilization Act, and Certified Payroll Reports. Contracts for construction work for which the estimated cost exceeds \$100,000 shall be subject to the provisions of NRS §§ 338.020-90, including but not limited to payment of prevailing wages, regardless of whether the construction work qualifies as a "public work". Additionally, contracts for construction work are subject to the Apprenticeship Utilization Act as codified by NRS § 338.01165. Furthermore, Nevada Administrative Code (NAC) Chapter 338 applies to this Project,

§ 7.2.6.2 Construction Manager acknowledges that the Project is subject to the Prevailing Wage Act, NRS §§ 338.020-90 inclusive and as may be amended from time to time. Construction Manager agrees to comply with the Prevailing Wage Act and all other provisions of NRS (and the NAC) that are applicable to the Project. Construction Manager shall use the State Labor Commissioner's prevailing rate of per diem wages in the locality in which the Work will be performed for each craft or type of workman needed to perform the Work. Subject to the provisions of applicable law, Construction Manager agrees not to pay less than the specified prevailing rate of wages to the Construction Manager and its employees selected to perform the Work. Construction Manager will include the substance of the prevailing wages requirement in this Section as contractual language in all contracts and lower tier subcontracts. In addition, all solicitations and contracts shall contain the applicable prevailing wage rates. Owner will obtain the Nevada Office of the Labor Commissioner Public Works Identifying Number for the Project when Construction Manager's GMP has been determined to ensure that applicable prevailing wage rates apply

§ 7.2.6.3 Construction Manager acknowledges that the Project is subject to the Apprenticeship Utilization Act as codified by NRS § 338.01165 and as may be amended from time to time. Construction Manager agrees to comply with the Apprentice Utilization Act. In addition, all solicitations, contracts, and lower-tier sub-contracts shall contain Apprenticeship Utilization Act requirements.

§ 7.2.6.4 Construction Manager acknowledges that Certified Payroll Reports must be submitted to Owner pursuant to subsections 4 and 5 of NRS §338.078 with a statement of compliance as required pursuant to subsection 1 of NAC § 338.094, for each month after a contractor or subcontractor commences working on a public work project wherein the contractor or subcontractor employs one (1) or more workers in connection with the public work. Construction Manager will ensure that Certified Payroll Reports for all employees, contractors, and subcontractors are timely submitted to Owner. In addition, all solicitations, contracts, and lower tier contracts shall contain Certified Payroll Reports requirements.

§ 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 Agreement at a rate of 1.3% for Subcontractor Default Insurance, 1.2% for General Liability Insurance, 0.25% for Builder's Risk Insurance (if required) and 1.0% for Whiting-Turner Payment and Performance Bonds with all percentages applied against the Cost of Work., Such rates shall not be subject to audit.

§ 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.

§ 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. If Construction Manager's Guaranteed Maximum Price includes fees the Owner has paid or is required to pay directly, Construction Manager shall deduct such fees from the Guaranteed Maximum Price as a deductive Change Order.

§ 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 as modified 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, as modified. 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, and costs outside of electronic equipment and software with which usual and customary duties are conducted, 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. Actual 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.

(Paragraphs deleted)

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior written 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 as modified.

§ 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 as modified 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 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 written 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, as adjusted pursuant to this Agreement, to be exceeded;
- .9 Costs for services incurred during the Preconstruction Phase.
- .10 Any uninsured losses resulting from Construction Manager's failure to maintain insurance required by the Construction Documents
- .11 Marketing, business development, legal and accounting fees unrelated to the Work;
- .12 Damages, fines or penalties due to code or safety violations;
- .13 Depreciation of any owned equipment not solely used for the Project; and
- .14 Any rework resulting from defective or work not conforming with the Contract Documents.

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. All bids shall be received by the Construction Manager in sealed envelopes (or electronically sealed) and shall be opened privately with the with the Owner and Architect present. If a subcontractor elects not to provide a bid, the Construction Manager shall either receive a statement of no bid from the subcontractor or document the process by which the Construction Manager solicited the bid and none was received, including invitations to bid and any follow-up communications and reasonable efforts to receive a bid. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted and, subject to Section 9.1.1, Owner may object to any subcontractor or supplier. Bids will be reviewed for cost/price, quality of bid related to scope of work to be performed, and other factors to determine the best and most responsive bid with the best cost/price. Any advice of the Architect, or 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 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 invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract except for any documents relating to agreed upon wage rates, insurance and bond rates, fixed price subcontracts and lump sum change orders, and/or any other fixed price, lumpsum and/or agreed upon contracts, costs or items, which are not subject to audit. 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 Architect by the Construction Manager, and Certificates for Payment issued by the Architect, 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:

Not Applicable

§ 11.1.3 Provided that a complete and approved Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect 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 Architect receives the Application for Payment.

§ 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 or Architect 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 Architect may require. The schedule of values, unless reasonably objected to by the Architect and/or the Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 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 Architect.

§ 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

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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 as modified 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 as modified;
- .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 as modified;
- .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:

5%

Five Percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

Insurances (GLI, , SDI, Bonds)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(Paragraph deleted)

Pursuant to NRS Chapter 338, Owner may withhold a five percent (5%) retainage from progress payments until fifty percent (50%) of the Work as required by the Contract Documents is complete.

§ 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:

Not applicable

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§ 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 as modified.

§ 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. Subcontractor retainage shall not be less than 5% unless mutually agreed upon in writing by Construction Manager and Owner with input from the Architect.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect 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 Architect 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 Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect 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 as modified, 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 Architect 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 Architect.

§ 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 Architect 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 Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017 as modified. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017 as modified. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 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 as modified. 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 Architect'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 Architect'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 Architect's final and approved Certificate for Payment, completion of all items specified in this section, or as follows:

Not applicable

§ 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.

(Paragraphs deleted)

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 as modified. 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 Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 as modified 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.

(Paragraphs deleted)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017 as modified, the method of binding dispute resolution shall be as follows:

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction without a jury trial, both parties hereby waiving their right to jury trial in the State of Nevada with Clark County as the exclusive venue.
- Other: *(Specify)*

(Paragraph deleted)

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 as modified.

§ 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 or indemnify 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 and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 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 as modified.

§ 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 as modified, 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'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;
- .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 as modified.
- .5 In all instances, termination shall include payments from the Owner to the Construction Manager only for the work performed and reasonable overhead and profit on such work.

§ 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 as modified, then the Owner shall pay the Construction Manager a termination fee as follows:

In all instances, termination shall include payments from the Owner to the Construction Manager only for work performed and reasonable overhead and profit on such work.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017 as modified; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017 as modified, 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 as modified. Where reference is made in this Agreement to a provision of AIA Document A201–2017 as modified 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 as modified, 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 in whole or in part to an institutional 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.

§ 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. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability, with Owner identified as an additional insured, with policy limits of not less than:

Two million dollars (\$2,000,000 for each occurrence; and
One million dollars (\$1,000,000) for damages to rented premises
Ten thousand dollars (\$10,000) medical expenses (any one person)
Two million dollars (\$2,000,000) Personal and Advertising Injury
Four million dollars (\$4,000,000) General Aggregate
Four million dollars (\$4,000,000) Products-Completed Operations Aggregate
Twenty-five million dollars (\$25,000,000) Total Aggregate

§ 14.3.1.2 Automobile Liability, with Owner identified as an additional insured, covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than two million dollars (\$2,000,000) 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

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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 one million dollars (\$1,000,000) policy limit.

§ 14.3.1.5 Professional Liability, with Owner identified as an additional insured, covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

Coverage	Limits
<i>(Row deleted)</i>	

§ 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 policies for Commercial General Liability, Automobile Liability, and any other coverages specifying Owner as an additional insured, 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.

§ 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 as modified, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

§ 14.5 Other provisions:

§ 14.5.2 Conflict of Interest. By submitting a Proposal in response to 25RFP007, Contract Manager certified it has had no contact with an employee or Board member of the Owner in any manner which would give Construction Manager any advantage over any other Proposer. Owner's employees and Board members shall not receive any compensation, in any manner or form, nor have any interest, direct or indirect, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above is grounds for rejection without further consideration.

§ 14.5.3 Public Records. Pursuant to NRS Chapter 239, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Owner to public inspection and copying. Owner will have a duty to disclose unless a particular record is made confidential by law or common law balancing of interests.

§ 14.5.4 Authority. Owner and Construction Manager each represent and warrant to each other that each respectively has the authority to execute and deliver this Agreement and perform their respective obligations thereunder and that the

execution, delivery, and performance of this Agreement have been duly authorized by all necessary action by each respective party.

§ 14.5.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same Agreement.

§ 14.5.6 Limited Liability. Owner will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of Owner and/or Construction Manager shall not be subject to punitive damages.

§ 14.5.7 Certification, Restriction of Boycott of Israel. Pursuant to NRS 332.065, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel.

§ 14.5.8 Statement of Eligibility. The Parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither Party nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a). If Construction Manager status changes at any time pursuant to this § 14.5.8 Construction Manager agrees to immediately notify Owner in writing, and Owner may terminate this Agreement for cause as described in the above § 13.2.2.

§ 14.5.9 Pursuant to NRS 338.125:

1. In connection with the performance of work under this Agreement, Construction Manager 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, or age, including, without limitation, with regard to employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff termination, rates of pay or other forms of compensation, and selection for training, including without limitation, apprenticeship.
2. Construction Manager further agrees to insert the above provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
3. Construction Manager agrees that any violation of the provision required by NRS 338.125 constitutes a material breach of contract.

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, as modified
- .5 Building Information Modeling Exhibit, if completed:

- .6 Other Exhibits:
(Check all boxes that apply.)

- AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

☐ Supplementary and other Conditions of the Contract:

(Table deleted)

.7 Other documents, if any, listed below:

- .1 Request for Proposal 25RFP007 and all associated addenda.
- .2 Construction Manager proposal dated February 20, 2025

This Agreement is entered into as of the day and year first written above.

SOUTHERN NEVADA HEALTH DISTRICT

Signature Redacted
Signature Redacted

By:

OWNER *(Signature)*

Cassius Lockett, PhD
District Health Officer

(Row deleted)

THE WHITING-TURNER CONTRACTING COMPANY

Signature Redacted
Signature Redacted

By:

CONSTRUCTION MANAGER *(Signature)*

Paul Schmitt
Senior Vice President



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

Construction of new Biosafety Level 3 laboratory located at
700 S. Martin L. King Blvd.
Las Vegas, Nevada 89106
SNHD Reference C2500139
PWP-CL-2025-526

THE OWNER:

Southern Nevada Health District
280 S. Decatur Blvd.
Las Vegas, Nevada 89107

THE ARCHITECT:

EC Nevada, LLC
15231 Laguna Canyon Road
Suite 200
Irvine, CA 92618

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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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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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14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

15 **CLAIMS AND DISPUTES**

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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 Contractor (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, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. 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 Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. Neither Owner nor Contractor shall be bound by any provisions of the Contract Documents prepared by the Architect, which provisions amend or conflict with the Owner-Contractor Agreement or these General Conditions.

§ 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 Contractor 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 Contractor. The Architect and Contractor shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their respective duties.

§ 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 Contractor to fulfill the Contractor'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 and which may include construction by the Owner and by Separate Contractors.

§ 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 Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The Contract Document shall include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if

required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents as being necessary to produce 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.

1.2.1.2 The Drawings and Specifications indicate the scope and arrangement of the Project and define the Architectural design concept, the major Architectural elements, the overall dimensions, the type of structural, mechanical, electrical, utility and other systems. The Drawings and Specifications do not necessarily indicate or describe all items required for the full performance and proper completion of the Work. The Contract is let with the understanding that Contractor is to furnish for the Contract Price reasonably inferred items required for proper completion of the Work.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor 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.

1.2.3.1 Terminology

The word "FURNISH" shall be interpreted to mean: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

The word "INSTALL" shall be interpreted to mean: Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations, complete, functioning and ready for the intended use.

The word "PROVIDE" shall be interpreted to mean: Furnish and install, complete and ready for the intended use.

The word CONCEALED shall be understood as referring to Work contained within building floors, walls, or partitions; Work installed in the space between any type of suspended ceiling and the structural floor or roof above; Work installed within a structural shaft, chase or column; and other Work installed so as to be hidden from view.

The word EXPOSED shall be understood as referring to Work installed external to building floors, walls, or partitions; Work installed in a room or space where any type of suspended ceiling is not specified; Work installed in penthouses, mechanical rooms and electrical rooms of all types; and all other Work installed so as to be exposed to view.

The words CONSTRUCTION MANAGER and CONTRACTOR are synonymous and are used interchangeably within these documents.

1.2.4 The terms and conditions of this Agreement apply to each Contractor and/or Subcontractor.

§ 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.

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§ 1.4 Interpretation

1.4.1 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.

1.4.2 Wherever singular numbers and/or words are used in the Specifications and the Drawings require more than one of the items described, the plural and/or the word "each" shall be understood and inferred and as many units as are necessary for the complete installation shall be provided.

§ 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 Contractor, 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 Contractor, 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 Contractor, 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.

§ 1.6 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 is 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 agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use 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.

(Paragraphs deleted)

§ 1.8 Order of Precedence

In the case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) change orders and written modifications to the agreement; (b) the agreement; (c) Special Conditions, if any; (d) these General Conditions of the Contract for Construction; (e) specifications; and drawings. Information identified in one contract Document and not identified in another shall not be considered a conflict or inconsistency.

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. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor 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 and as a condition precedent to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable written evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor 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 and the Contract Sum shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall, as a condition precedent to commencement or continuation of the Work or a portion of the Work, affected by a material change, furnish to the Contractor reasonable written evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum and the Contract Time. If the Owner fails to provide such evidence, as required, within seven (7) days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable written evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 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 thirty (30) days' prior written notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor 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, or where the "confidential" information is part of the public record, is already known to the Contractor, or is independently developed by the Contractor without reference to such "confidential" information. The Contractor 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 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary 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 to whom the Contractor has no reasonable objection and 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 Contractor 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.

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§ 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 Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor 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 Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2, repeatedly fails to carry out Work in accordance with the Contract Documents or for any other reasonable cause, the Owner may issue a written order to the Contractor 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 Contractor 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 Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such default or neglect, including the Owner's reasonable expenses including Architect's fees for additional services incurred and caused solely by such default, neglect or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor 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 Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor 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 Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor 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 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 Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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§ 3.2.3 The Contractor 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 Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor 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 Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor 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 Contractor shall evaluate the jobsite safety thereof and shall be fully responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor 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 for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures. If the Architect objects, the Architect and the Contractor shall promptly agree to revised means and methods. If such agreement is not reached and the Contractor is directed to proceed with the aforesaid specific instructions concerning construction means, methods, techniques, sequences or procedures in the Contract Documents, the Architect and Owner shall be responsible for any loss or damage arising solely from such means and methods.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent work.

3.3.4 The Contractor shall be responsible for the laying out the Work and shall be responsible for all lines, elevations, and measurements of the Work. The Contractor must exercise proper precautions to verify all dimensions shown on the Drawings before laying out the Work and the Contractor will be responsible for all costs, expense, damages or losses caused in whole or in part by Contractor's failure to exercise such proper precautions.

3.3.5 The Contract shall base all measurements, both horizontal and vertical, from established benchmarks. All work shall agree with these established lines and levels.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor 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. Where it becomes necessary for the Contractor or any Subcontractor to move scaffolding and/or staging to permit installation of other work, it shall be included in the Guaranteed Maximum Price.

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§ 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 Contractor 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 Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor 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 Contractor 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 Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor (or any Subcontractor), improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor 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 Contractor shall pay all costs resulting from tariffs and all sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Taxes paid by the Contractor shall also include Unemployment and other taxes imposed by local, city, state or federal government. Taxes and assessments on real property comprising site of Project are excluded. The Owner is exempt from state Sales and Use Taxes and Federal Excise Taxes to the extent permitted by respective legislation. Owner will provide necessary information to obtain exemption or rebate of such taxes. Notwithstanding the foregoing, the Price and Schedule do not include any impacts arising from changes in taxes, tariffs or other similar changes in law that are enacted after the date of this Agreement ("Changes"). Contractor shall be entitled to an equitable adjustment in time and/or money for delays and costs that it incurred that arise out of or relate to such Changes.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor 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 Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities without notice to the Architect and Owner to the extent required under Article 3.2.3, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor 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 Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines

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that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the 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 Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor knowingly encounters and recognizes human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor 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 Contractor 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 Contractor 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 Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor'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. 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 Contractor'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 Superintendent

§ 3.9.1 The Contractor 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 Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

3.9.2 Each trade Subcontractor shall have a competent superintendent, foreman, or competent person on the job at all times. The Contractor shall not change, or remove from the job, such superintendent without written prior approval from the Owner.

(Paragraphs deleted)

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's detailed 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; 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. Contractor shall provide updates at weekly meetings to include Owner, Architect, and Contractor ("OAC Meeting"), with an exact OAC Meeting schedule to be determined.

§ 3.10.2 The Contractor, 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 Contractor's

construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor 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 Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractors. Architect will not review submittals that do not bear Contractor's Approval Stamp and may return them without action.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor 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 Contractor 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 reviewed by the Architect. The Work so performed by the Contractor shall be in accordance with the reviewed submittals. If material or equipment is installed before submittals concerning that material or equipment have been reviewed by the Architect, the Contractor shall be liable for its removal and replacement at no extra charge to the Owner, if, in the opinion of the Architect the installed material or equipment does not conform to the information given and the design concept expressed in the Contract Documents.

§ 3.12.8 The Work shall be in accordance with reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop

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Drawings, Product Data, Samples, or similar submittals, unless the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor 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 Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor 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 Contractor 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§3.13.1 The Contractor 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.

3.13.2 The Contractor and all Subcontractors shall keep employees out of the areas beyond the Project site except where necessary for actual performance of work.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor 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 Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

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§ 3.15 Cleaning Up

§ 3.15.1 The Contractor 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 Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor 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 Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor 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 the Contractor, the Contractor 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, the Contractor shall indemnify and hold harmless, and at the option of the party to be indemnified, defend the Owner, and its directors, officers, employees and agents (but excluding design professionals) from and against costs, expenses, losses, damages, claims, including without limitation, attorneys' fees ("Losses") which in any way arise out of the performance of the Work, provided that such Losses are attributable to death, personal injury or property damage (other than the Work itself), but only to the extent caused by (i) the intentional, reckless, or negligent acts or omissions of Contractor, its employees, Subcontractors, or anyone for whose acts they may be liable in connection with the Project; (ii) corrective measures required under the Federal Occupational Safety & Health Act (OSHA) or any applicable state or local law governing employee health or safety, resulting from the negligence or material breach of contract by Contractor, its employees, Subcontractors, or anyone for whose acts they may be liable; (iii) fines, penalties or similar costs resulting from violation by Contractor, its employees, Subcontractors of any laws, regulations, rules, orders or ordinances of any governmental authority having jurisdiction over the Contractor or the Project; (iv) failure of Contractor or its Subcontractors or Suppliers to comply with any law, regulation, rule or order relating to contributions, taxes or premiums relating to unemployment insurance or withholding or payment of payroll or similar taxes measured by the payroll of employees engaged in work for the Project; or (v) the Contractors failure to comply strictly with the terms of the Contract Documents.

The Contractor also agrees to obtain liability insurance coverage of the type and amounts required by the Contract Documents to cover the obligations of the Contractor to the Owner pursuant to this paragraph and to provide written certification of insurance and the related policies to the Owner.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, 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 Contractor 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.

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15231 Laguna Canyon Road
Suite 200
Irvine, CA 92618

§ 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, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect 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 Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The 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 Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The 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 Contractor's rights and responsibilities under the Contract Documents except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the 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 Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor are encouraged to communicate with each other directly about matters arising out of or related to the Contract. The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner and the Architect shall include the Contractor in all communications that relate to or affect the Contractor's performance of the Work. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect 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 Architect 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 Architect to the Contractor, 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 Contractor'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 Contractor as required by the

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Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor 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 Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect 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 Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, 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 Contractor of the names of and any changes in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 10 days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, 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 Architect'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 Architect will review and respond to requests for information about the Contract Documents. The Architect'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. If no agreement is made concerning the time within which responses required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 10 days after written request is made for them.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor 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 Contractor or the subcontractors of a Separate Contractor.

§ 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 Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect 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. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has

reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect 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 Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, 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 Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor 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.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor 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 Contractor; 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 Contractor'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 contractor or other entity and shall nevertheless remain legally responsible for all of the successor contractor'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

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those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. At least thirty (30) days prior to contracting with Separate Contractors, Owner shall fully disclose to Contractor, in detail, Owner's intention with respect to Separate Contractors, including a complete description of the work to be performed by Owner's own forces or by Separate Contractors, prior to execution of the Agreement so that Contractor can take such matters into consideration in preparing its bid or quotation of a Contract Sum. Contractor shall not be bound by the provisions of this Article 6 in the event that Owner has not fully disclosed such matters prior to execution of the Agreement. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of defects discovered in the construction or operations by the Owner or Separate Contractor that renders it unsuitable for proper execution of the Contractor's Work. Failure of the Contractor to notify the Architect of such 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 Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not so discovered.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor 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 Contractor in Section 3.14.

6.2.6 The Contractor is responsible for the scheduling and coordination of the work of all the trades including, but not limited to, Heating, Ventilating and Air Conditioning, Plumbing, Drainage and Fire Protection, Electrical and Elevator Work, and work which will be bid directly to the Owner. The Contractor shall check these phases of the work and arrange that such related work be installed at the appropriate time to avoid interference or delay in the progress of the entire Project.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, 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 the Architect will 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 written agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor 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 by the Architect and signed by the Owner, Contractor, and Architect 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.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, 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 at the option of the Owner 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; or
- .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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect 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 Contractor shall keep and present, in such form as the Architect 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 Labor, including foreman, including fringe benefits.
- .2 Social Security, old age, and unemployment contributions
- .3 Materials entering permanently into the work; including freight and/or delivery charge
- .4 The ownership or rental cost of on-site equipment during the time of use on the extra work

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- .5 Power and consumable supplies for the operation of power equipment
- .6 Security
- .7 Applicable taxes
- .8 Insurance
- .9 Bonds

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Sum and/or the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor'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 Contractor indicates the Contractor'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 Contractor 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 Architect. 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. Value of work added and deleted for each item of Work shall be computed on the net difference in quantity.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect'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 Contractor agree with a determination made by the Architect 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 Architect 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 Architect may order minor changes in the Work that are consistent with the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor is directed to perform the Work set forth in the Architect's order for a minor change, the Contractor shall make such Claim for adjustment of the Contract Sum or the Contract Time as provided in Article 15.

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 Architect 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.

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§ 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 Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor 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 Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work (1) by an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, an act of God, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's reasonable control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine and the Contract Sum shall be adjusted to compensate Contractor for any actual direct costs incurred by Contractor and its Subcontractors resulting from the delay.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 Notwithstanding any provision(s) of this Contract, if as a direct or indirect result of any virus, disease, or contagion (individually or collectively, "Epidemic" or "Pandemic"), Contractor's work is delayed, disrupted, suspended, or otherwise impacted, including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Contractor's workforce and/or unavailability of labor; (3) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions, and/or directives; (4) Owner's restrictions and/or directives; and/or (5) fulfillment of Contractor's contractual or legal health and safety obligations associated with an Epidemic or Pandemic, then Contractor shall be entitled to an equitable adjustment to the Contract schedule and duration to account for such disruptions, suspensions, and impacts. To the extent any of the causes identified herein results in an increase in the price of labor, materials, or equipment used in the performance of this Contract, or other costs of performance of the Contract, Contractor shall be entitled to an equitable adjustment to the Contract price for such increases, provided Contractor presents documentation of such increases (including the original prices and/or estimates) and evidence of Contractor's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.

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 Contractor 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 Contractor, 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 Contractor shall submit a schedule of values to the Architect 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 Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect reasonably require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 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, or by interim determinations of the Architect, 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 Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 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 Contractor 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 Contractor 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 Contractor 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 Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

9.3.4

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor'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 Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's 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 Contractor and Owner of the Architect's 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 Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's 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 Contractor 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 Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect 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 Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect 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 Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1** Defective Work as to which, after notice, Contractor has without justification failed to undertake corrective action;
- .2** Third party claims filed or reasonable evidence indicating probable filing of such claims, provided that such claims have a reasonable basis in fact, are not covered by bonds or insurance, or claims as to which Contractor is unable to provide Owner of assurance of reasonable protection from financial liability.
- .3** Failure of the Contractor to make payment to Subcontractors or for labor, materials or equipment, in accordance with the provisions of this Agreement or the relevant agreement of the Contractor with such other party;
- .4** Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5** Damage to the Owner or to another contractor but only in the event that Contractor has refused to undertake remedial or repair work for which it is responsible or in the event that there is no insurance coverage or Contractor is unable to provide reasonable assurance of compensation for damages for which it is responsible;
- .6** Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance of the Contract Sum will not be adequate to cover actual or liquidated damages for the anticipated delay provided that Contractor or others for whom it is responsible are responsible for such delay; or
- .7** Persistent failure to carry out the Work in accordance with the Contract Documents, provided that prior to the submission of the Application for Payment, Architect has given written notice to Contractor describing such persistent failures specifically and informing the Contractor that a portion of payment otherwise due will be withheld unless such failures are cured or, in the case of failures which cannot be cured by the time of payment, unless effective and continuous actions are being taken by Contractor to cure such failures.

§ 9.5.2 When either party disputes the Architect's 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.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

(Paragraph deleted)

§ 9.6 Progress Payments

§ 9.6.1 After the Architect 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 Contractor shall pay each Subcontractor, promptly, but in no event later than any time period required by applicable law of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor 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 Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor

fails to furnish such evidence within thirty (30) 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 Contractor'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 Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor 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 Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor 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 Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond or other security for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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. The Work, or a designated portion thereof, shall be deemed substantially complete if Owner's failure to occupy or use is based on reasons unrelated to fault on the part of the Contractor or is caused by circumstances beyond Contractor's reasonable control.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect 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 Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor'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 Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time

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within which the Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor 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 Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect 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 in writing, 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.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect'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 Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (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 Contractor 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. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor 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 Contractor 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, provided the Owner has fulfilled its payment obligation under the Contract Documents.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the

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Owner shall, upon application by the Contractor and certification by the Architect, 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 Contractor to the Architect 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;
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment; or
- .5 Governmental fines or penalties imposed for violations of applicable law; or

§ 9.10.5 Acceptance of final payment by the Contractor, 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 and those for indemnification or contributions from claims for bodily injury, death or property damages by or on behalf of third-parties.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor 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 Contractor, 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 Contractor 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 Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including 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 Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor 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 Contractor, 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 Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor 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 Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 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 Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor 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 Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor'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 Contractor 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 Contractor and Architect 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 Contractor and the Architect 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 either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have 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 Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up. Nothing contained herein imposes any duty or responsibility on the Architect to make any assessment regarding the adequacy of the persons proposed by the Owner to perform tests or remove and/or contain materials or substances as provided for in this paragraph. The Architect shall have no duty or responsibility to determine whether the material or substance has been rendered harmless.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or 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 fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor 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, provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity. Unless required by the Contract Documents the Contractor shall not be required to perform without its consent any Work relating to a hazardous material or substance, provided that such Contractor consent shall not unreasonably withheld.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the

Contractor 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 Contractor, the Contractor 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 Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's reasonable discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability specified below. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies meeting the approval of the Owner and lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall name the Owner as an additional insured on Contractor's Commercial General Liability insurance, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of Contractor or those acting on Contractor's behalf in the performance of Contractor's Work for Owner at the Work site.

At a minimum, the completed operations coverage feature of the Comprehensive General Liability policy shall be maintained in force for a minimum of 5 years commencing with issuance of final Certificate for Payment. The Owner requires and has designated minimum limits of insurance to be purchased and maintained by the Contractor pursuant to AIA Document A133-2019, Exhibit B, Insurance and Bonds.

§ 11.1.2 The Contractor 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 Contractor shall purchase and maintain the required bonds from a company or companies meeting the approval of the Owner and 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 Contractor 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 Contractor's Required Insurance.** Within five (5) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor and the lapse of such coverage, the Owner shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner 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 Owner 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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does

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not provide written notice, and the Contractor, Subcontractor(s), or Sub-Subcontractor(s) is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor, Subcontractor(s), or Sub-Subcontractor(s) for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within five (5) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor 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 Contractors, 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 Work, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, 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 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§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 Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. The Owner shall track proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor 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

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other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor 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 Contractor 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.

§ 11.6 All Bond premiums paid by Subcontractors providing labor, materials or equipment to the Project shall be a Cost of the Work for Cost-Plus Contracts, or part of the Contract Price for any lump sum Contract.

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 Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum, including without limitation the cost of correction 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 Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect 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 Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor'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 Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor 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 Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor 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.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor 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 Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor 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 Contractor 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 Contractor's liability with respect to the Contractor'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 Contractor 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, in whole or in part, 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 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 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 No action or failure to act by the Owner, Architect, or Contractor 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 Contractor 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 Contractor shall give the 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 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 Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when

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and where tests and inspections are to be made so that the 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 Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the 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.

(Paragraphs deleted)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, 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 Architect has not issued a Certificate for Payment and has not notified the Contractor 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 Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, 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 Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, 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 Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .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 Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, rules and regulations, or lawful orders of a public authority; or
- .5 otherwise is guilty of material breach of a provision of the Contract Documents.

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§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect 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 Contractor and the Contractor's surety, if any, seven days' notice, terminate the engagement of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all material, equipment, and machinery intended for incorporation into the Work.
- .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 Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment, if any, 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 Architect'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 Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor 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 Contractor 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 reasonable 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 Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 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 Contractor 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.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; actual costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

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 Contractor 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. The term "Claim" does not include disputes and matters in question between Owner and Contractor arising out of or relating to the Contract which are beyond the expertise of the profession of architecture. The Initial Decision Maker is not a general

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arbitrator or judge of disputes between Owner and Contractor. Such disputes shall be resolved by Owner and Contractor under the provisions of this Agreement or by such rights and remedies as are otherwise available to them. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor 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 Contractor 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 Contractor, 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 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 Contractor, 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 Contractor 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 Architect will issue Change Orders and Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor 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 Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor'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 Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to,

- .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 Contractor 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. The Architect 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 Contractor 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 Architect, if the 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 litigation.

§ 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. When a written decision of the Initial Decision Maker states that the decision is final, but subject to mediation, adjudication or litigation, the demand for mediation of a claim covered by such a decision must be made within thirty (30) days after the date the party receives the final written decision of the Initial Decision Maker and the failure to do so within said thirty day period shall result in the Initial Decision Maker's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after mediation, adjudication or litigation has been initiated, such decision may be entered as evidence at the mediation, litigation or adjudication, but shall not supersede those proceedings unless the decision is acceptable to all parties concerned.

§ 15.2.6.1 N/A

§ 15.2.7 In the event of a Claim against the Contractor, 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 Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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§ 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 prior to resolution of the Claim by the Architect, by mediation, adjudication or litigation.

§ 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.

§ 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 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 60 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 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 [Intentionally Omitted]

§ 15.4.1 N/A

§ 15.4.1.1 N/A

§ 15.4.2 N/A

§ 15.4.3 N/A

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 N/A

§ 15.4.4.2 N/A

§ 15.4.4.3 N/A

ARTICLE 18 WARRANTIES

18.1 In addition to the requirements of Article 3, Paragraph 3.4 and Article 12, Paragraph 12.2 of the General Conditions, the warranty requirements included herein shall be a part of the Contract Documents.

18.2 Various Specification sections require specific written warranties from either Subcontractors, suppliers or manufacturers.

18.3 Warranties required under Divisions 21, 22, 23, 25, 26, 27 & 28 shall be furnished by the respective Subcontractors for those Divisions.

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Initials Redacted

18.4 All warranties shall become effective from date of Substantial Completion of the project or portion thereof.

ARTICLE 19 ACCESS TO THE WORK

19.1 Representatives of state and local agencies shall have access at all reasonable times to work wherever it is in preparation or progress. The Contractor shall provide proper facilities for such access and inspection.

ARTICLE 20 STANDARDS, REGULATIONS AND CODES

20.1 No provision of any referenced standard, standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Owner or Architect, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Architect or any of the Architect's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 4.2.3 of the General Conditions.

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AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the fourteenth day of May in the year 2026, is incorporated into the accompanying AIA Document A133TM-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 first day of May in the year 2026 (the "Agreement")

for the following **PROJECT**:

SNHD Reference Number C2500139, PWP-CL-2025-526:
The Whiting-Turner Contracting Company will serve as Construction Manager at Risk for the construction of a new Biosafety Level 3 laboratory located at 700 S. Martin L. King Blvd., Las Vegas, NV 89106

THE OWNER:

Southern Nevada Health District
280 S. Decatur Blvd.
Las Vegas, Nevada 89107

THE CONSTRUCTION MANAGER:

The Whiting-Turner Contracting Company
6720 Via Austi Parkway, Suite 550
Las Vegas, Nevada 89119

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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed twenty million forty-two thousand six hundred eighty-nine dollars and zero cents (\$ 20,042,689), 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

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

AIA Document A201TM-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.

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.
Attachment A, Trade Package Summary

§ 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
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§ 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.

Item	Price	Conditions for Acceptance
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§ 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)
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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:

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:

Date of substantial completion to be included in a subsequent amendment.

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:

Not applicable

§ 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:
Not applicable

§ A.3.1.2 The following Specifications:
Attachment D, Specification Log

§ A.3.1.3 The following Drawings:
Attachment E, Drawing Log

§ A.3.1.4 The Sustainability Plan, if any:
Not applicable
Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
Not applicable

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
Attachment B, Owner Qualifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
Attachment C, CMAR Staffing Rates

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:
See Attachment A, Trade Package Summary

This Amendment to the Agreement entered into as of the day and year first written above.

SOUTHERN NEVADA HEALTH DISTRICT

THE WHITING-TURNER CONTRACTING COMPANY

By: Cassius Lockett, PhD
Cassius Lockett, PhD (May 18, 2026 17:56:57 PDT)

OWNER (Signature)

Cassius Lockett, PhD
District Health Officer

(Printed name and title)

By: Paul Schmitt
Paul Schmitt (May 18, 2026 15:23:46 PDT)

CONSTRUCTION MANAGER (Signature)

Paul Schmitt
Senior Vice President

(Printed name and title)

TRADE PACKAGE SUMMARY

ATTACHMENT A
TRADE PACKAGE SUMMARY



DIVISION		PROPOSED SUBCONTRACTOR	BID DAY SUBMISSION	DESCOPE - ADD/DEDUCT	PROJECT TOTAL	COMMENTS
			COST			
01C	SURVEYING	Dwyer Engineering	\$ 22,000	\$ 8,200	\$ 30,200	Add for pre and post-pour deck surveys.
01S	SECURITY GUARDS	PaAmerican	\$ 293,999	\$ -	\$ 293,999	
03A	STRUCTURAL CONCRETE	Sahara Concrete, Inc.	\$ 869,289	\$ 25,755	\$ 895,044	Add for dewatering and toe board (required at safety cable for elevated decks).
03B	POLISHED/SEALED CONCRETE	Diverzify, LLC	\$ 14,100	\$ -	\$ 14,100	
04A	MASONRY	A-1 Masonry	\$ 249,070	\$ 12,500	\$ 261,570	Add for thermal spacers and temporary shoring of window openings.
05A	STRUCTURAL STEEL	Adams & Smith	\$ 1,246,600	\$ 107,200	\$ 1,353,800	Add for galvanizing exterior steel, L-angle lintels at windows, temporary guardrail, corridor ramp railing, BIM coordination, support steel at transaction window, and connection design costs.
06B	MILLWORK	H2I Group, Inc.	\$ -	\$ -	\$ -	Included in 11A.
07A	WATERPROOFING	Southwest Specialty Contractors, LLC	\$ 39,949	\$ -	\$ 39,949	
07B	BUILDING INSULATION	M&H Building Specialties	\$ 74,599	\$ 89,015	\$ 163,614	Add for SAFF, R12 Rigid insulation w/ AVB at CM-1 locations, Mineral Wool in HM, Mineral Wool @ Expansion Joint. Note that M&H's costs for this package were originally shown in 09A.
07C	METAL PANELS	B&B Specialties LLC	\$ 806,528	\$ 27,225	\$ 833,753	Add for coping cap at parapet and Level 2 leave-out.
07D	ROOFING	A.W. Farrell & Son, Inc.	\$ 219,900	\$ 60,000	\$ 279,900	Add for canopy entrance roofing, wood blocking/sheeting, and PVC bellows.
07E	EXPANSION JOINTS	All S's Construction	\$ 58,924	\$ -	\$ 58,924	
08A	DOORS & HARDWARE	Southwest Door & Hardware	\$ 397,520	\$ 46,000	\$ 443,520	Add for interlocking door hardware, calibration of hardware during commissioning, and pregrouting of door frames.
08B	STOREFRONTS & WINDOWS	NVision Glass, Inc.	\$ 433,770	\$ 8,490	\$ 442,260	Net add to include aluminum frames at wood doors and remove glazing within HM doors (by others)
09A	FRAMING, DRYWALL & PLASTER	M&H Building Specialties	\$ 690,040	\$ 178,325	\$ 868,365	Add for bullnose radius, Temp. Vestibule and Waterproofing at bridge tie-in, and dedicated personnel for delivery coordination, access control, and site maintenance
09B	ACOUSTICAL CEILINGS	M&H Building Specialties	\$ 28,199	\$ 3,150	\$ 31,349	Add for shadow mold detail 7/A4.6.1. Assumed to be at Entry Lobby, Accessioning Room, and Entry Corridor. Note that M&H's costs for this package were originally shown in 09A.
09C	TILE & STONE	Diverzify, LLC	\$ 61,550		\$ 61,550	Low bidder disqualified due to not being able to comply with the Apprenticeship Utilization Act. Costs shown reflect the #2 bidder.
09D	FLOORING	Diverzify, LLC	\$ 80,400	\$ 6,250	\$ 86,650	Low bidder disqualified due to not being able to comply with the Apprenticeship Utilization Act. Costs shown reflect the #2 bidder. Added costs for moisture testing and elevator flooring.
09E	EPOXY FLOORING	Southwest Specialty Contractors, LLC	\$ 16,917		\$ 16,917	
10A	SPECIALTIES	Henri Specialties Co.	\$ 29,289	\$ 8,853	\$ 38,142	Net add to include lockers and hand dryers while removing cubical curtains.
10B	SIGNAGE	YESCO, LLC	\$ 18,400		\$ 18,400	Low (2) bidders determined to be incomplete and YESCO determined to be lowest qualified bidder.
11A	LAB CASEWORK & EQUIPMENT	H2I Group, Inc.	\$ 734,911	\$ (11,296)	\$ 723,615	Deduct to remove eyewash stations, align on mobile cabinet quantity, and provide phenolic countertops in lieu of epoxy at workstations.
12A	WINDOW COVERINGS	Romero Brothers Interiors	\$ 21,254		\$ 21,254	
14A	ELEVATORS & ESCALATORS	TK Elevator Corporation	\$ 123,000	\$ 19,500	\$ 142,500	Add to base bid accounts for operator time for work in shaft (fire proofing patch back, electrical terminations, and inspections).
21A	FIRE PROTECTION	On Guard Fire Protection	\$ 152,000	\$ (18,600)	\$ 133,400	Net deduct to remove Davis Bacon wages (\$20K), remove fire extinguishers (by others), and add BIM coordination
22A	PLUMBING	Universal Plumbing & Heating	\$ 1,596,500	\$ 96,800	\$ 1,693,300	Add for offhaul of spoils, additional compressed air piping, pipe support engineering, and decon shower enclosure.
23A	HVAC	Bombard Mechanical, LLC	\$ 4,346,334	\$ 37,123	\$ 4,383,457	Add to align on damper quantities, include support engineering, and additional crane mobilizations. Includes controls scope.
26A	ELECTRICAL	Mojave Electric	\$ 1,797,346	\$ 148,851	\$ 1,946,197	Add to meet BSL-3 conduit requirements per bid RFI #12 and to capture light fixtures, panels, and transformer missed on initial bid submission.
27A	LOW VOLTAGE	Mojave Electric	\$ -	\$ -	\$ -	Costs for conduit chases and CAT-6 cabling included in 26A. Security/access control devices by owner.
28A	FIRE ALARM	Mojave Electric	\$ -	\$ -	\$ -	Included in 26A.
31A	EARTHWORK	VT Construction	\$ 79,815	\$ 25,564	\$ 105,379	Add for asphalt demo at trash/generator enclosures, furnish of aggregate base for site concrete, and asphalt patching at utility trenches.
32A	ASPHALT PAVING	VT Construction	\$ -	\$ -	\$ -	Included in 31A.
32B	PAVEMENT MARKINGS	Affordable Striping & Sealing LLC	\$ 3,218		\$ 3,218	
32C	SITE CONCRETE	Sahara Concrete, Inc.	\$ 124,344	\$ (14,500)	\$ 109,844	Net deduct for removing light pole bases and adding gas pad.
32D	FENCING & GATES	Red Star Fence	\$ 37,500	\$ (4,500)	\$ 33,000	Net deduct for removing gates covered in 05A and adding gate at mechanical yard.
32E	LANDSCAPING	Black Canyon Construction	\$ 49,350		\$ 49,350	

SUBTOTAL - COST OF WORK	\$ 14,716,615	\$ 859,905	\$ 15,576,520
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Subcontractor Default Insurance (SDI)	1.30%
General Requirements	Fixed
Estimating Contingency	0.00%
Construction/CM Contingency	4.00%
Escalation Contingency	0.00%
General Conditions	Fixed
Liability Insurance	1.20%
Whiting-Turner Bond	1.00%
Whiting-Turner Fee	3.75%
Builder's Risk Insurance (By Owner)	-

\$ 202,518
\$ 412,875
\$ -
\$ 647,750
\$ -
\$ 2,060,415
\$ 226,823
\$ 191,287
\$ 724,501
\$ -

Builder's risk carried by SNHD per meeting on 4/22/26.

PROJECT TOTALS	\$ 20,042,689
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ATTACHMENT B - OWNER QUALIFICATIONS

8-May-26

General	
1	We have not included third party testing/inspection requirements, assessment charges, and fees from this GMP. Any revisions required by governing agencies and impacting project cost will be the responsibility of the owner.
2	We have not included costs for all work noted to be part of Phase 2 per drawings, including Key Note 1 on EP2.5 (Phase 2 power plans not available).
3	We have not included city permit or development fees. Assumed to be by client.
4	We have assumed that builders risk policy will be purchased and maintained by SNHD. The deductible is assumed to not exceed \$25,000 and SNHD will be directly responsible for payment.
5	We have not included fees, bonds, and permits required by public, private, utilities, City, and State Agencies, except for permitting of temporary site power and dust control.
6	We have not included any allowances for theft and/or vandalism of any/all permanent equipment, structures, material, etc.
7	We have included a preliminary schedule with a data date of April 22nd, 2026. The project schedule assumes a start date of June 1st, 2026 with a total duration of 320 working days including ten (10) weather days.
8	Clark County prevailing wages are included in this GMP. Excludes Davis Bacon Wages.
9	We have included working normal business hours, Monday thru Friday from 7am to 5pm (no overtime).
10	We have not included any premium time to work off-shift at the existing lab building adjacent to site for any tie-in scope.
11	Jobsite security is included in this GMP, from June 1st, 2026 through September, 1st 2027 as requested by SNHD. Includes One (1) security guard at 24/7 monitoring.
12	We have not included any costs related to pest control.
13	We have not included the cost to perform any design/build work, such as retention of a licensed structural engineer.
14	We have included the following delegated design and deferred submittals: <ul style="list-style-type: none"> i. Fire Suppression ii. Fire Alarm iii. Light gauge metal framing - Non-load bearing walls and metal studs at curtainwalls IV. Acoustic ceiling hangers, supports, and seismic bracing V. Support of Utilities - hangers and supports for piping and ductwork VI. Steel Construction - Connection design, metal stairs, railings, guardrails, and ladders.
15	We have not included delegated design for the following items: <ul style="list-style-type: none"> i. Structural Concrete - Mix design
16	The GMP includes the following allowances, approval of allowance utilization to be coordinated with SNHD prior to proceeding and all unused cost to be reconciled. Note that the amounts below reflect cost of work only. <ul style="list-style-type: none"> i. Existing Building Skybridge Patchback - Finish Skin only, Assumed to be IMP - \$40,000 ii. Lab Finishes Mockup to Confirm Compatibility with SNHD Decon Process - \$10,000 iii. Cold Room MEP Requirements - \$36,000
17	The Contract Schedule and Contract Price do not presently include any time or amounts for delays and/or impacts on the price of materials, equipment, or labor outside of Whiting-Turner's reasonable control, from epidemics such as the Coronavirus, new tariffs and/or other world events. Contractor shall be entitled to an equitable adjustment in time and money for costs that it incurs directly or indirectly that arise out of or relate to such events including, without limitation, labor, material and equipment price escalation, delays, delay in time, damages and acceleration costs, costs to re-procure, costs to change sub-contractors and suppliers, escalation in the costs of manufactured equipment or goods, or other costs of any kind resulting from such events.
18	We have not included the cost for any requirements dictated by the "National Institute of Health Requirements - BSL-3 Manual" not shown in the drawing set dated 2.9.2026. We have included BSL-3 requirements per bid RFI #12 response dated 4/1/26.
19	We have not included any additional costs that could be incurred if the lab's containment barrier extends further North than the South wall of Corridor 2010.
20	We have assumed approximately 40 parking spaces will be made available at no cost to the project in the parking garage adjacent to site, and have excluded any costs for other parking facilities or shuttling.
21	Whiting-Turner's General Conditions and General Requirements are considered a fixed lump sum amount not subject to audit. Labor rates provided in Exhibit B are assumed to be fixed non-auditable and will apply to future change order work if applicable.
DIVISION 02 - EXISTING CONDITIONS	
1	We have not included demolition of the site CMU walls. This is assumed to be performed by others prior to WT mobilization. Extent of demo is assumed to match extent of new wall shown on S2.0 and A0.1 (approx. 113 linear feet).
2	We have not included the removal and/or build back of the south CMU wall noted as existing in the contract documents.
3	We have included costs for a temporary vestibule at the existing building adjacent to site during demolition activities. Temporary waterproofing includes a barrier mechanically fastened to the exterior of the building at the extent of the opening only. Any additional waterproofing requirements required by SNHD will be handled as an additional cost subject to approval.
4	We have included interior framing/drywall, exterior sheathing, and exterior vapor barrier patchback for the corridor bridge connection. See above allowance for patchback of the architectural skin system. Permanent skin details, waterproofing details, and product spec(s) to be provided by SNHD.
5	We have not included relocation, demolition, or removal of any unforeseen underground obstructions, structures, utilities, etc.

6	We have assumed all site demolition shown on C-101 will be performed by others prior to WT mobilization, including but not limited to curbs, gutters, asphalt paving and base material, light poles & footings, landscaping & trees, sidewalks, etc. Note that we have included trenching for site electrical installation, though this is shown on C-101.
7	We have not included maintaining SNHD access to the (9) parking spots located south of the existing building and marked as "protect-in-place" on C-101. These spaces to be used for construction laydown/parking as needed.
DIVISION 03 - CONCRETE	
1	We have not included costs associated with underpinning of the adjacent building and existing CMU site walls. Underpinning is assumed to be performed by others prior to Whiting-Turner mobilization and the underpinning (if required) will be left in place until the completion of our work.
2	For locations with unknown footing depth (ex: footings adjacent to existing building), we have assumed top of footing to be 1' below finish grade (per note 1 on S2.0).
3	We have included slab on metal deck pours to the thickness indicated on the structural drawings rather than specific elevations.
4	We have included equipment pads per the following: <ul style="list-style-type: none"> - Mechanical Yard: (7) 6" pads located as shown on A2.1.1A (Type 3 pads per 15/S5.1) - North Utility Yard: (1) 12" transformer pad as shown on A0.2 (RS-35 pad per NVE drawings), (1) 18" minimum generator pad as shown on S2.1 (Type 3 pad per 15/S3.1), and (2) 9" minimum electrical pads as shown on S2.1 (Type 2 pads per 14/S5.1) - Level 1 Interior: (5) 6" pads as shown on S2.1 (Type 1 per 13/S5.1) - Level 2 Interior: None - Roof: (5) 18" and (2) 16" pads as shown on A1.3. These pads assumed to follow 21/S5.3 (typical pad on elevated floor deck).
DIVISION 04 - MASONRY	
1	We have assumed the rebuild of the West site perimeter wall to be full CMU construction, as per structural and architectural details, rather than the existing CMU and wrought iron combination.
2	We have included the rebuild of the West site perimeter wall as 10' tall, as shown in detail 10/A3.1.2. Note that the existing wall is 8' tall.
3	We have not included costs for anti-graffiti coatings at site CMU walls or the masonry veneer. Not shown on contract documents.
4	We have not included custom color match for new CMU construction to match existing site elements.
DIVISION 05 - METALS	
1	We have assumed edge of slab dimension (from column centerline to edge of slab bent plate) will be 10" or less. Accordingly, supplementary L-angles for edge of slab support shown in 17/S5.3 will not be required and are excluded.
2	We have not included supplemental cold-formed metal framing at the roof screen. As there is none shown per the contract documents and assumed to be not required.
3	We have included hot-dip galvanizing for steel exposed to weather per Structural Steel Note #7 on SG.1. This is limited to exterior stairs (including railings, supporting steel members, cane rail, and roof gate), roof screen HSS, L-angle lintels for CMU veneer, and exterior bollards. All other steel assumed to be shop primed and unpainted.
4	All 3rd party shop inspections for structural steel fabrication are assumed to be by owner if required.
5	We have included beam braces at each end of every steel special moment frame beam, as indicated in EwingCole response to Bid RFI #8 (dated 4/2/26)
DIVISION 06 - WOOD AND PLASTICS	
1	We have assumed solid surface countertops with plastic laminate casework in Admin Workroom 2009.
DIVISION 07 - THERMAL AND MOISTURE PROTECTION	
1	We have included costs to furnish and install Kingspan 3" Optimo Insulated Metal Panel (listed as an acceptable alternate manufacturer per specification section 07 4213.19).
2	We have not included costs to modify or replace any existing flashing at the adjacent building that interacts with the new building components.
3	We have included spray applied fire proofing only at steel & metal decking in the (2) bays at Level 2 and Roof Level indicated on sheets LS2.3 and LS2.4.
4	We have not included interior slab joint filler at locations with exposed concrete.
DIVISION 08 - DOORS AND WINDOWS	
1	We have included costs for Viracon VE19-2M glass in lieu of VE16-2M, which has been discontinued. We assume the contract documents will be updated to reflect the use of the VE19-2M glass.
2	We have not included any costs for ventilation between panes of clean room style windows. We have assumed condensation concerns at these windows has been addressed in the system design and will verify this with the corresponding subcontractors and manufacturers.
3	We have assumed that different manufacturers can be used for the formed sill flashing shown on 1/A4.3.2 and remainder of the window system in that detail. Confirmed via Bid RFI #24.
4	We have included construction cores only. Final Keying to be by SNHD.
5	We have not included furnish and install of card readers, facial recognition readers, door position switches. Assumed to be by SNHD.
DIVISION 09 - FINISHES	
1	We have assumed Level 4 finish with primer at all shell space walls per RFI #15 response dated 4/1/26. We have excluded any ceiling or floor finishes at shell spaces.
2	We have assumed all specified finishes within the BSL-3 space are compatible with the intended decontamination processes and chemicals to be used in these spaces.

3	We have included the bullnose corner condition (shown on 9/A4.6.1) at inside corners of gypboard ceilings within the BSL-3 lab space only. Standard L-shape corner bead is assumed at all other drywall inside corners.
4	We have not included the cost to paint steel members and overhead utilities at locations left exposed.
5	All finish selections that have not been determined at this time are included as standard colors. Custom colors are excluded.
DIVISION 10 - SPECIALTIES	
1	We have included all recessed restroom accessories per Bid RFI #31 response provided on 4/2/2026, in lieu of surface mounted accessories originally shown in drawings.
2	We have not included any building or monument signage.
DIVISION 11 - EQUIPMENT	
1	We have included the Steris AMSCO 600LS in lieu of the 430LS, as this sterilizer has been discontinued. We assume the contract documents will be updated to reflect the use of the Steris AMSCO 600LS.
2	We have assumed the specified equipment serving the autoclave's water lines will effectively provide sufficient purified water for autoclave operations.
3	We have not included a recessed slab for the autoclave.
4	We have included costs for gas cylinder racks, but assumed cylinders and gasses will be by SNHD.
DIVISION 12 - FURNISHINGS	
1	We have included epoxy countertops at lab tables and mobile cabinets, and phenolic countertops at workstations.
2	We have not included ceiling service panels in any lab rooms. All lab benches and workstations to be provided with power, data, and compressed air (where applicable) via wall connections.
3	We have assumed Bedcolab is an acceptable alternate manufacturer for lab casework, per H2I substitution request approved by EwingCole.
DIVISION 13 - SPECIAL CONSTRUCTION	
1	We have included the Cold Room 2012-01 by RW Smith & Co., listed as an acceptable manufacturer per spec section 13 2126.
2	We have not included costs for additional support steel for Cold Room condensing units, and have assumed that their location can be coordinated with the current structural design to provide sufficient support. Rooftop units and pads included in Cold Room allowance noted above.
DIVISION 14 - CONVEYING EQUIPMENT	
1	We have included an EOX MRL traction elevator system by TKE, listed as an acceptable manufacturer per spec section 14 2123.16. However, note that Schindler was the basis of architectural & structural design for EwingCole, and the use of a TKE elevator will require some redesign efforts (example: 4' deep pit in lieu of 5'). We have not included any addition costs for the building design to be modified to accommodate the TKE elevator as the impacts are unknown. Instead, we recommend SNHD carry an allowance for this work.
DIVISION 21 - FIRE SUPPRESSION	
1	We have included a manual Class I wet standpipe system as per the fire protection report prepared by TERPconsulting (though not required by code based on building size).
2	We have not included sprinkler coverage at underside of the new connecting sky bridge and entry canopy.
3	We have not included sprinkler coverage at the exterior stair.
4	We have not included any specialty sprinkler systems (i.e., dry system) within the premanufactured cold room. None shown.
DIVISION 22 - PLUMBING	
1	We have not included costs for a pump at the elevator sump pit (none shown).
2	We have not included costs for eyewash stations, which are specifically excluded from the project scope per Bid RFI #16.
3	We have not included costs for supply of nitrogen and helium to lab benches in this phase, as noted on sheet notes 2 & 3 on PS2.1.1B. N2 and HE piping will be terminated the VB-1 control valves for utilization in future phase as confirmed by Bid RFI #18.
4	We have included costs for additional compressed air piping to supply all locations noted as "CA" on architectural equipment and casework plans. We have assumed that the currently specified air compressor is sufficient to supply compressed air to these outlets.
5	We have not included costs for clean dry air supply to Accessioning Room 1004. We have assumed compressed air supply to these locations.
DIVISION 23 - MECHANICAL	
1	We have not included any costs for vacuum systems "VAC" beyond the single countertop vacuum pump in Conventional Test Lab 2028.
2	We have not included any costs for test and balance at the existing building.
3	We have assumed the project's commissioning agent will be contracted directly by SNHD.
4	We have included stainless steel duct only for all lab exhaust and for lab supply between the bubble-tight damper and the diffuser.
DIVISION 26 - ELECTRICAL	
1	We have included (1) load bank test for the generator and will provide a full tank for fuel for the generator following the test.
2	We have included a 800amp exterior switchboard (MSB-2A) and 800amp interior switchboard (MSB-2B) as shown on E3.1.1.
3	We have included costs for the conduit, penetration, and junction box requirements specified in Bid RFI #12 response only within the BSL-3 space and for penetrations leaving this space.
4	For electrical primary runs, we have included trenching, conduits, backfill, and patchback. Primary feeders and transformer (including both primary and secondary side final connections) assumed by NV Energy. We have included the transformer pad.
5	For electrical secondary runs, we have included trenching, conduits, feeders, backfill and patchback.
6	We have assumed reuse of the existing light pole adjacent to the trash and generator enclosures, and have included costs only for reinstallation of this item.
DIVISION 27 - COMMUNICATIONS	

1	We have not included devices and equipment for access control and security systems, to be furnished and installed by SNHD's vendors as per Bid RFI #5 response dated 4/2/26. We have included conduit raceways, boxes, and UTP network cabling only for these scopes.
DIVISION 28 - FIRE ALARM	
1	NONE
DIVISION 31 - EARTHWORK	
1	We have assumed that all over excavation, recompaction, and import of structural fill will be completed by others prior to pad turnover as required by the geotechnical report.
2	We have assumed that the building pad will be turned over to us at -3'-0" (relative to datum as described in Note 1 on S2.0) and have included placing a 4" base course within our scope.
3	We have not included applying for a SWPPP permit, as the site is less than 1 acre.
4	We have not included any costs for offhaul and replacement of soil with swell potential greater than 6%. Assumed to be completed by others prior to WT mobilization
5	We have not included any costs for excavation through strongly cemented (rock-like) soils, as these were not encountered during the geotechnical evaluation.
6	We have not included costs for import of structural fill or backfill or for processing native soils to make them suitable as structural fill or backfill. We have assumed all native soil that we excavate for footing placement will be suitable as backfill, as it will have been over excavated and recompacted by others previously.
DIVISION 32 - EXTERIOR IMPROVEMENTS	
1	We have not included the offsite utility patch and any pavement markings at Wellness Way (Item Numbers 3.11, 3.13, & 3.14 on Korte scope coordination document). Additional clarification from SNHD and design team needed to provide pricing for this item.
2	We are proposing a new gate at the generator enclosure in lieu of re-use of existing, due to minimal cost difference.
3	We have not included all public improvement work; no modifications to existing landscaping, sidewalks, paving, etc. outside of the site CMU wall are included.
DIVISION 33 - SITE UTILITIES	
1	We have not included all storm drain scope, with the exception of making final connections from roof drainage system to the under-sidewalk drain pipe located at the plan East side of the building.
2	We have assumed that domestic water and sanitary sewer lines will be stubbed and capped within 5 feet of our building pad, and fire water will be stubbed and capped above slab elevation at the fire sprinkler riser location noted on FS2.20.
3	We have not included all backflow preventers, fire department connections, and fire hydrants shown on C-301 (including relocating existing fire hydrant as shown on A0.1). Assumed to be by others.
4	We have assumed natural gas to be routed to site by Southwest Gas as shown on PS2.1.1A. Southwest Gas to provide service regulator and meter assembly for 5 PSI natural gas service. We have included natural gas scope beyond the meter assembly, including the overpressure protection regulator.



ATTACHMENT C - CMAR STAFFING RATES

ROLE	HOURLY RATE	ROLE	HOURLY RATE	ROLE	HOURLY RATE
OFFICE		FIELD		SUPPORT STAFF	
INTERN	\$76.00	INTERN	\$76.00	Clerical - Nazneen Iqbal	\$98.77
Project Engineer (PE) - Will Killmond	\$190.00	Field Engineer (FE) - Anthony Chavez	\$190.00	Virtual Design & Construction	\$157.66
Assistant Project Manager (APM)	\$211.00	Senior Field Engineer (Sr. FE)	\$211.00	Quality Manager - Daniel Davis	\$191.74
Project Manager (L1)	\$232.00	Superintendent (SUP L1)	\$232.00		
Project Manager (L2) - Jacob York	\$253.00	Superintendent (SUP L2)	\$253.00		
Project Manager (L3)	\$274.00	Superintendent (SUP L3) - Ian Thomas	\$274.00		
Project Manager (L4)	\$295.00	Superintendent (SUP L4)	\$295.00		
Project Manager (L5)	\$316.00	Superintendent (SUP L5)	\$316.00		
Senior Project Manager (Sr. PM)	\$337.00	Senior Superintendent	\$337.00		

ATTACHMENT D - SPECIFICATION LOG

Specification Log		Southern Nevada Health District BSL-3 Lab
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS		
00 01 07	SEALS PAGE	2/9/2026
00 01 15	DRAWING LIST	2/9/2026
00 71 23	GENERAL CONDITIONS (AIA FORM A201-2017 (As Modified, By Reference)	2/9/2026
DIVISION 01 - GENERAL REQUIREMENTS		
01 10 00	SUMMARY	2/9/2026
01 25 00	SUBSTITUTION PROCEDURES	2/9/2026
01 26 00	CONTRACT MODIFICATION PROCEDURES	2/9/2026
01 29 00	PAYMENT PROCEDURES	2/9/2026
01 31 00	PROJECT MANAGEMENT AND COORDINATION	2/9/2026
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	2/9/2026
01 32 33	PHOTOGRAPHIC DOCUMENTATION	2/9/2026
01 33 00	SUBMITTAL PROCEDURES	2/9/2026
01 40 00	QUALITY REQUIREMENTS	2/9/2026
01 41 00.05	(IBC 2021) STATEMENT OF SPECIAL INSPECTIONS	2/9/2026
01 42 00	REFERENCES	2/9/2026
01 50 00	TEMPORARY FACILITIES AND CONTROLS	2/9/2026
01 60 00	PRODUCT REQUIREMENTS	2/9/2026
01 73 00	EXECUTION	2/9/2026
01 77 00	CLOSEOUT PROCEDURES	2/9/2026
01 78 23	OPERATION AND MAINTENANCE DATA	2/9/2026
01 78 39	PROJECT RECORD DOCUMENTS	2/9/2026
01 91 00	TESTING, ADJUSTING, AND BALANCING FOR HVAC	2/9/2026
01 91 13	COMMISSIONING	2/9/2026
DIVISION 02 - EXISTING CONDITIONS		
02 41 19	SELECTIVE DEMOLITION	2/9/2026
DIVISION 03 - CONCRETE		
03 30 00	CAST-IN-PLACE CONCRETE	2/9/2026
DIVISION 04 - MASONRY		
04 20 00	UNIT MASONRY	2/9/2026
DIVISION 05 - METALS		
05 12 00	STRUCTURAL STEEL FRAMING	2/9/2026
05 31 00	STEEL DECKING	2/9/2026
05 40 00	COLD-FORMED METAL FRAMING	2/9/2026
05 50 00	METAL FABRICATIONS	2/9/2026
05 51 00	METAL STAIRS AND RAILINGS	2/9/2026
05 75 00	DECORATIVE FORMED METAL	2/9/2026
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES		
06 10 53	MISCELLANEOUS ROUGH CARPENTRY	2/9/2026
06 16 00	SHEATHING	2/9/2026
06 41 00	ARCHITECTURAL CABINETS	2/9/2026
06 82 00	GLASS-FIBER REINFORCED PLASTIC	2/9/2026
DIVISION 07 - THERMAL AND MOISTURE PROTECTION		
07 13 26	SELF-ADHERING SHEET WATERPROOFING	2/9/2026
07 16 19	METAL OXIDE WATERPROOFING	2/9/2026
07 21 00	THERMAL INSULATION	2/9/2026
07 41 13.16	STANDING-SEAM METAL ROOF PANELS	2/9/2026
07 42 13.19	INSULATED METAL WALL PANELS	2/9/2026
07 54 19	POLYVINYL-CHLORIDE (PVC) ROOFING	2/9/2026

07 62 00	SHEET METAL FLASHING AND TRIM	2/9/2026
07 71 29	MANUFACTURED ROOF EXPANSION JOINTS	2/9/2026
07 81 00	APPLIED FIREPROOFING	2/9/2026
07 84 13	FIRESTOPPING	2/9/2026
07 92 00	JOINT SEALANTS	2/9/2026
07 95 13.16	EXTERIOR EXPANSION JOINT COVER ASSEMBLIES	2/9/2026
DIVISION 08 - OPENINGS		
08 11 13	HOLLOW METAL DOORS AND FRAMES	2/9/2026
08 11 19	STAINLESS STEEL DOORS AND FRAMES	2/9/2026
08 12 16	GLAZED INTERIOR ALUMINUM PARTITIONS, DOORS AND FRAMES	2/9/2026
08 14 16	FLUSH WOOD DOORS	2/9/2026
08 31 13	ACCESS DOORS AND FRAMES	2/9/2026
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	2/9/2026
08 51 13	ALUMINUM WINDOWS	2/9/2026
08 71 00	DOOR HARDWARE	4/1/2026
08 71 13.13	AUTOMATIC SWING DOOR OPERATORS-LOW ENERGY & POWER ASSIST	2/9/2026
08 80 00	GLAZING	2/9/2026
08 91 19	FIXED LOUVERS	2/9/2026
DIVISION 09 - FINISHES		
09 05 61.13	MOISTURE VAPOR EMISSION CONTROL	2/9/2026
09 29 00	GYPSUM BOARD SYSTEMS	2/9/2026
09 30 00	TILING	2/9/2026
09 51 13	ACOUSTICAL CEILINGS - **Updated as of 2/9/26 **	2/9/2026
09 65 13	RESILIENT BASE AND ACCESSORIES	2/9/2026
09 65 16	RESILIENT TILE AND SHEET FLOORING	2/9/2026
09 67 23	RESINOUS FLOORING	2/9/2026
09 68 13	TILE CARPETING	2/9/2026
09 91 13	EXTERIOR PAINTING	2/9/2026
09 91 23	INTERIOR PAINTING	2/9/2026
DIVISION 10 - SPECIALTIES		
10 14 23.13	ROOM-IDENTIFICATION SIGNAGE	2/9/2026
10 26 00	WALL AND DOOR PROTECTION	2/9/2026
10 28 00	TOILET AND BATH ACCESSORIES	2/9/2026
10 44 13	FIRE EXTINGUISHERS AND FIRE EXTINGUISHER CABINETS	2/9/2026
10 51 29	PHENOLIC LOCKERS	2/9/2026
10 56 13	METAL STORAGE SHELVING	2/9/2026
DIVISION 11 - EQUIPMENT - NOT USED		
DIVISION 12 - FURNISHINGS		
12 24 13	ROLLER WINDOW SHADES	2/9/2026
12 35 53	LABORATORY CASEWORK	4/1/2026
DIVISION 13 - SPECIAL CONSTRUCTION		
13 21 36	LABORATORY ENVIRONMENTAL ROOMS	2/9/2026
DIVISION 14 - CONVEYING EQUIPMENT		
14 21 23.16	MACHINE ROOM-LESS ELECTRIC TRACTION PASSENGER ELEVATORS	2/9/2026
DIVISION 21 - FIRE SUPPRESSION - NOT USED		
DIVISION 22 - PLUMBING		
22 05 00	COMMON MATERIALS AND METHODS FOR PLUMBING	2/9/2026
22 05 13	ELECTRICAL REQUIREMENTS FOR PLUMBING EQUIPMENT	2/9/2026
22 05 33	HEAT TRACING FOR PLUMBING EQUIPMENT	2/9/2026
22 05 48	VIBRATION ISOLATION AND SEISMIC RESTRAINTS FOR PLUMBING SYSTEMS	2/9/2026
22 07 00	PLUMBING INSULATION	2/9/2026

22 10 00	PLUMBING SYSTEMS	2/9/2026
22 11 00	DISINFECTION OF DOMESTIC WATER LINES	2/9/2026
22 11 23	PLUMBING PUMPS	2/9/2026
22 13 13	FACILITY SANITARY SEWERS	2/9/2026
22 40 00	PLUMBING FIXTURES AND TRIM	2/9/2026
22 60 00	PLUMBING- SPECIAL SYSTEMS	2/9/2026
DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING		
23 05 00	COMMON MATERIALS AND METHODS FOR HVAC	2/9/2026
23 05 13	ELECTRICAL REQUIREMENTS FOR HVAC EQUIPMENT	2/9/2026
23 05 33	HEAT TRACING FOR HVAC PIPING	2/9/2026
23 05 48	VIBRATION ISOLATION AND SEISMIC RESTRAINTS FOR HVAC SYSTEMS	2/9/2026
23 07 00	HVAC INSULATION	2/9/2026
23 09 00	LABORATORY AIRFLOW CONTROL SYSTEM **- Updated as of 2/9/26 **	2/9/2026
23 09 10	GAS DETECTION	2/9/2026
23 21 13	HYDRONIC PIPING SYSTEM	2/9/2026
23 21 23	HVAC PUMPS	2/9/2026
23 23 00	REFRIGERANT PIPING	2/9/2026
23 24 13	UNDERGROUND DISTRIBUTION PIPING SYSTEMS	2/9/2026
23 25 00	HVAC WATER TREATMENT	2/9/2026
23 30 00	DUCTWORK AND DUCTWORK ACCESSORIES	2/9/2026
23 34 00	FANS AND VENTILATORS	2/9/2026
23 50 00	CENTRAL HEATING EQUIPMENT	2/9/2026
23 51 00	SPECIALTY VENTING	2/9/2026
23 60 00	WATER CHILLERS	2/9/2026
23 70 20	COMMERCIAL ROOFTOP AIR-HANDLING UNITS	2/9/2026
23 70 40	INDUSTRIAL ROOFTOP AIR-HANDLING UNITS	2/9/2026
23 80 00	HEAT TRANSFER	2/9/2026
23 81 00	UNITARY AIR CONDITIONING	2/9/2026
23 84 13	HUMIDIFIERS	2/9/2026
DIVISION 25 – INTEGRATED AUTOMATION		
25 09 00	INSTRUMENTATION AND CONTROLS FOR HVAC	2/9/2026
25 09 33	SEQUENCE OF OPERATIONS FOR HVAC CONTROLS	2/9/2026
DIVISION 26 - ELECTRICAL		
26 05 00	COMMON MATERIALS AND METHODS FOR ELECTRICAL	2/9/2026
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	2/9/2026
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	2/9/2026
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	2/9/2026
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	2/9/2026
26 05 43	UNDERGROUND DUCTS AND STRUCTURES FOR ELECTRICAL SYSTEMS	2/9/2026
26 05 48	VIBRATION AND SEISMIC CONTROLS FOR ELECTRICAL SYSTEMS	2/9/2026
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	2/9/2026
26 05 73	ELECTRICAL SYSTEMS STUDIES AND ANALYSIS	2/9/2026
26 09 23	LIGHTING CONTROL DEVICES	2/9/2026
26 09 43	NETWORK LIGHTING CONTROLS	2/9/2026
26 22 00	LOW-VOLTAGE TRANSFORMERS	2/9/2026
26 24 13	SWITCHBOARDS	2/9/2026
26 24 16	PANELBOARDS	2/9/2026
26 27 13	ELECTRICITY METERING	2/9/2026
26 27 26	WIRING DEVICES	2/9/2026
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	2/9/2026
26 29 13	ENCLOSED CONTROLLERS	2/9/2026
26 29 23	VARIABLE FREQUENCY MOTOR SPEED CONTROLLERS (VFD)	2/9/2026

26 32 13	ENGINE GENERATORS	2/9/2026
26 33 23	CENTRAL BATTERY EQUIPMENT	2/9/2026
26 36 00	TRANSFER SWITCHES	2/9/2026
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES	2/9/2026
26 43 13	SURGE PROTECTION DEVICES FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	2/9/2026
26 51 00	INTERIOR LIGHTING	2/9/2026
26 56 00	EXTERIOR LIGHTING	2/9/2026
DIVISION 27 – COMMUNICATIONS		
27 05 00	COMMON MATERIALS AND METHODS FOR COMMUNICATIONS	2/9/2026
27 05 26	GROUNDING AND BONDING FOR COMMUNICATIONS SYSTEMS	2/9/2026
27 05 28	PATHWAYS FOR COMMUNICATIONS SYSTEMS	2/9/2026
27 05 29	HANGERS AND SUPPORTS FOR COMMUNICATIONS SYSTEMS	2/9/2026
27 05 36	CABLE TRAYS FOR COMMUNICATIONS SYSTEMS	2/9/2026
27 05 44	SLEEVES AND SLEEVE SEALS FOR COMMUNICATIONS PATHWAYS AND CABLING	2/9/2026
27 11 00	COMMUNICATIONS EQUIPMENT ROOM FITTINGS	2/9/2026
27 11 16	COMMUNICATIONS RACKS, FRAMES, AND ENCLOSURES	2/9/2026
27 13 13	COMMUNICATIONS COPPER BACKBONE CABLING	2/9/2026
27 13 23	COMMUNICATIONS OPTICAL FIBER BACKBONE CABLING	2/9/2026
27 15 13	COMMUNICATIONS COPPER HORIZONTAL CABLING	2/9/2026
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY		
28 05 00	COMMON MATERIALS AND METHODS FOR ELECTRONICA SAFETY AND SECURITY	2/9/2026
28 05 13	CONDUCTORS AND CABLES FOR ELECTRONIC SAFETY AND SECURITY	2/9/2026
DIVISION 31 - EARTHWORK		
31 10 00	SITE CLEARING	2/9/2026
31 20 00	EARTH MOVING	2/9/2026
31 23 19	DEWATERING	2/9/2026
31 50 00	EXCAVATION SUPPORT AND PROTECTION	2/9/2026
DIVISION 32 - EXTERIOR IMPROVEMENTS		
32 12 16	ASPHALT PAVING	2/9/2026
32 13 13	CONCRETE PAVING	2/9/2026
32 13 73	CONCRETE PAVING JOINT SEALANTS	2/9/2026
32 17 13	PARKING BUMPERS	2/9/2026
32 17 23	PAVEMENT MARKINGS	2/9/2026
32 17 26	TACTILE WARNING SURFACING	2/9/2026
DIVISION 33 - UTILITIES		
33 05 00	COMMON WORK RESULTS FOR UTILITIES	2/9/2026
33 14 15	SITE WATER DISTRIBUTION PIPING	2/9/2026
33 42 00	STORMWATER CONVEYANCE	2/9/2026

ATTACHMENT E - DRAWING LOG

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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 1st day of May in the year 2026

for the following **PROJECT**:

The Whiting-Turner Contracting Company will serve as Construction Manager at Risk for the construction of a new Biosafety Level 3 laboratory located at 700 S. Martin L. King Blvd., Las Vegas, NV 89106

THE OWNER:

Southern Nevada Health District
280 S. Decatur Blvd.
Las Vegas, Nevada 89107

THE CONSTRUCTION MANAGER:

)
The Whiting-Turner Contracting Company
6720 Via Austi Parkway, Suite 550
Las Vegas, Nevada 89119

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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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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 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 shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ 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 shall 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
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§ 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 Architect’s and 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
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§ 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.

§ 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, 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, the Architect, and the Architect's consultants as additional insureds 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, and, with respect to the Architect and the Architect's consultants, CG 20 32 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:

§ 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 two million dollars (\$ 2,000,000) each occurrence, four million dollars (\$ 4,000,000) general aggregate, and four million dollars (\$ 4,000,000) 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;
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions; and
- .6 Construction Manager shall name Owner as an additional insured.

§ 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, with Owner named as additional insured, covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than two million dollars (\$ 2,000,000) 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.

§ 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 one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee (disease), and \$1,000,000 (\$ 1,000,000) 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

§ B.3.2.8 Naming Owner as an additional insured, Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering negligent acts, errors and omissions in the performance of the professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) 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, and shall name Owner as an additional insured, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) 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, naming Owner as an additional insured, with combined policy

limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) 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:

§ 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.

- [] § 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:
- [] § 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 claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] § 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.
- [] § 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 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:

Type	Penal Sum (\$0.00)
Payment Bond capacity \$500,000,000 per project, Aggregate \$400,000,000 Guarantee: 100% of GMP	
Performance Bond capacity \$500,000,000 per project Aggregate \$400,000,000 Guarantee: 100% of GMP	

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:



SNHD BSL-3 Lab Expansion Update

SNHD Board of Health Meeting

Thursday May 28, 2026 9:00am Red Rock Conference Room

Bob Kingston, MSEE, PE, CHFM, Chief Facilities Officer, Project Executive
Corey Morrison, Facilities Manager, Project Manager

Project Description / Scope



- The project adds approximately 12,800 square feet to the Southern Nevada Public Health Laboratory, located in the Las Vegas Medical District.
- 8,300 square feet are being built out now with an additional 4,500 square feet of shell space being prepared for future growth and occupant(s).
- As the region's population continues to grow, expanding the lab will help the agency respond to public health threats.
- The added space will enhance the capacity to help Clark County and neighboring rural counties.

Project Schedule



Offsite/Utility Contractor



Building Contractor

The major milestones are:

- Groundbreaking February 19, 2025.
- Building Contractor (CMAR) awarded March 27, 2025.
- Project building on-site design completed September 17, 2025.
- Offsites / Utility Contractor mobilization December 11, 2025.
- City of Las Vegas Building Permit for Offsites / Utility issued February 4, 2026.
- City of Las Vegas Building Permit for Onsite Building issued February 24, 2026.
- Offsites / Utility Contractor anticipated completion July 2026.
- Building Contractor (CMAR) anticipated mobilization July 2026.
- Building Contractor (CMAR) anticipated completion October 2027.

Project Budget



Total Project Budget (\$24.4M) and Timeframe:

- Estimated Target Completion in October 2027.
- Estimated Total Project Budget: \$24.4M.

Special Revenue Funds from our Southern Nevada partners (\$11.2M):

- City of Las Vegas: \$1M ARPA/State - Dec 2025 (expended).
- City of Henderson: \$50K - Dec 2025 (expended).
- Nevada SB118: \$4.5M - June 2026.
- City of North Las Vegas: \$1.1M ARPA/US Treasury - July 2026.
- Boulder City: \$25K ARPA - Sept 2026.
- Clark County: \$4.05M Recovery - Dec 2026 (exploring extension to June 2027).

SNHD General Fund (\$13.2M):

- FY27 General Fund \$13.2M anticipated for FY27 & FY28 spend.
 - Presently exploring other funding and cost savings opportunities.

Current Project Activities

The SNHD is currently working through the following project elements towards successful project completion:



- All owner furnished equipment is ordered.
- Korte Offsite / Utility Construction is nearing completion.
- Whiting-Turner contract finalization - approval needed.
- Whiting-Turner Building Construction targeted to start July 2026 with an October 2027 target completion.



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STOP

NO
TRESPASSING
AS...207.200







Questions and Answers





280 S Decatur Blvd, Las Vegas, NV 89107



Name
Email
Phone



[Facebook.com/SouthernNevadaHealthDistrict](https://www.facebook.com/SouthernNevadaHealthDistrict)



[@SNHDInfo](https://twitter.com/SNHDInfo)



[YouTube.com/SNHealthDistrict](https://www.youtube.com/SNHealthDistrict)



[@southernnevadahealthdistrict](https://www.instagram.com/southernnevadahealthdistrict)



2026-2031 Southern Nevada Community Health Improvement Plan

Presenter:

Carmen Hua, MPH, CHES
Health Educator | CHA/CHIP Coordinator
Southern Nevada Health District
Division of Disease Surveillance and Control

May 28, 2026

Overview

2025 Community Health Assessment (CHA) Overview

- MAPP 2.0 Framework
- Prioritization

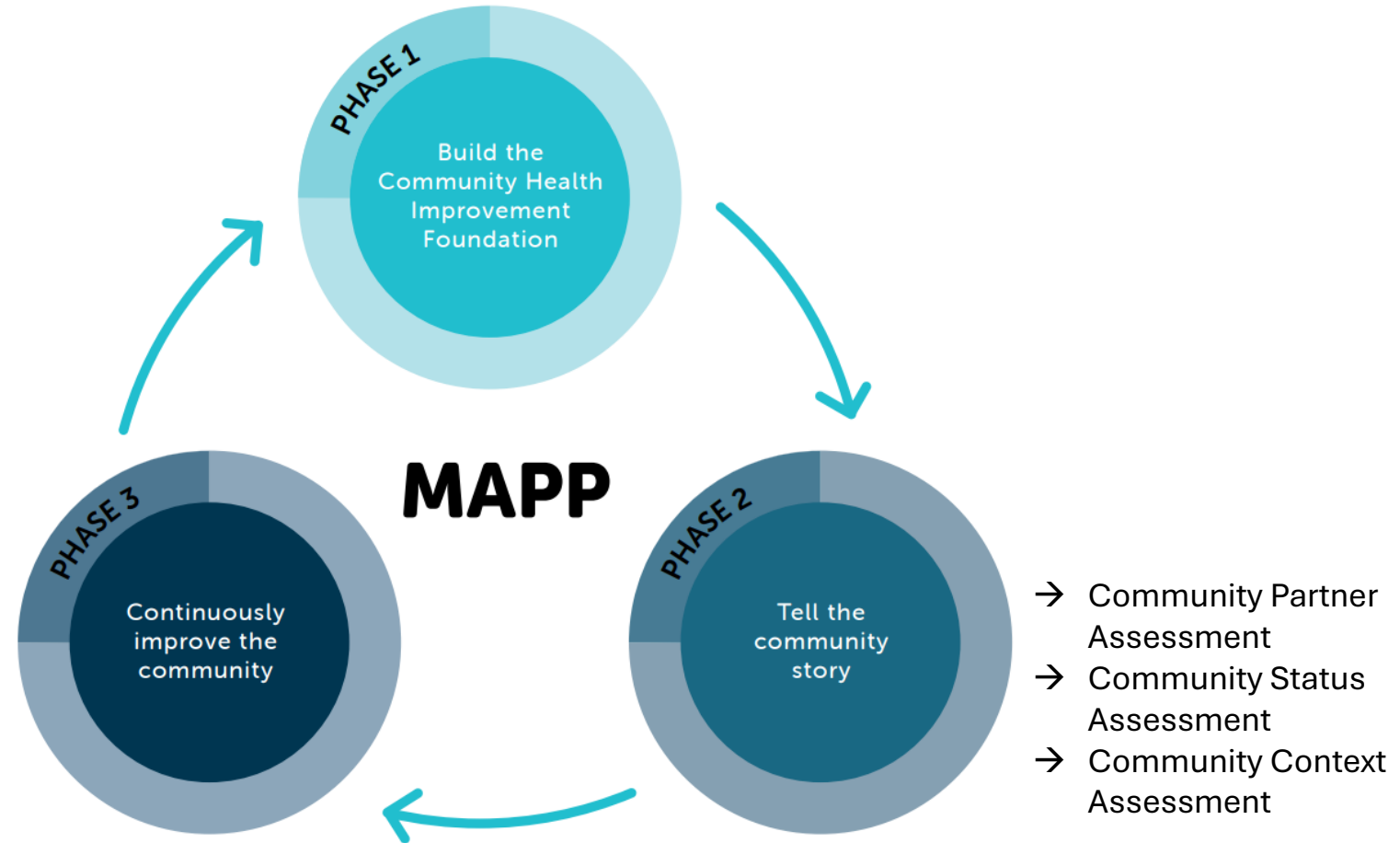
2026-2031 Community Health Improvement Plan

- Methodology
- Steering Committee
- Top Priorities Selected
- Goals & Objectives Overview

Conclusion & Next Steps

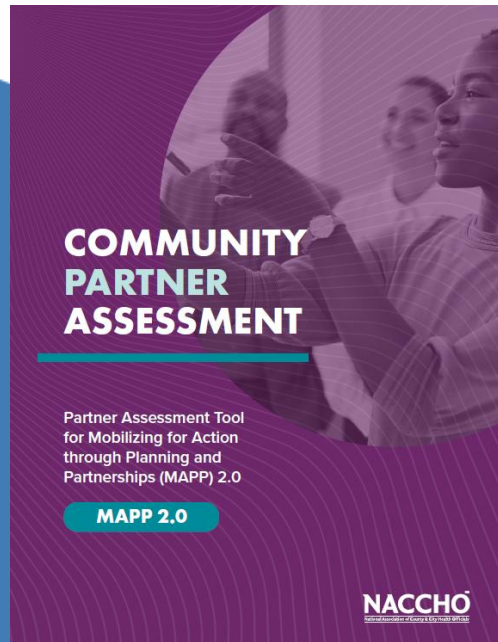
- CHIP Report Release – Early June 2026
- [HealthySouthernNevada.org](https://www.healthySouthernNevada.org)
- Join the Steering Committee/Implementation Workgroup

MAPP 2.0 Framework

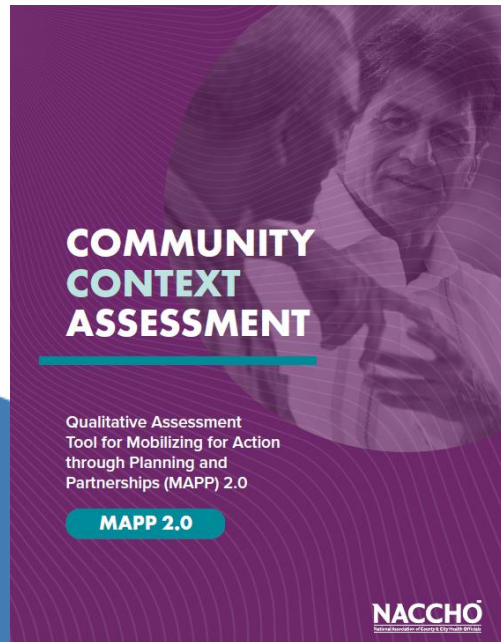


Community Health Assessment (CHA) Components

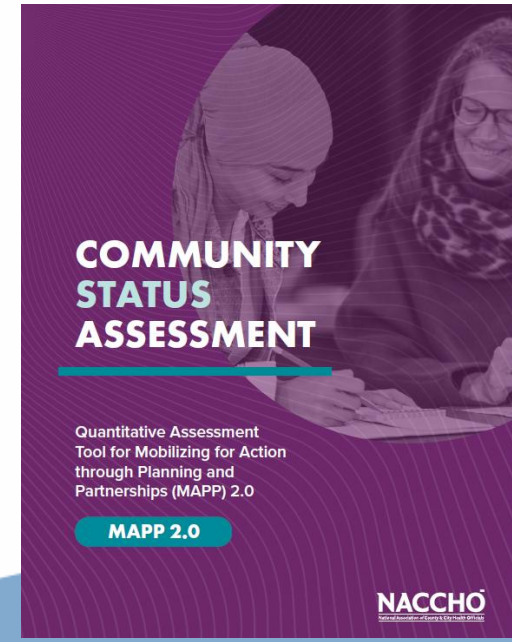
Mobilizing for Action through Planning and Partnerships (MAPP) 2.0 Framework



Community Partner Assessment (CPA)



Community Context Assessment (CCA)



Community Status Assessment (CSA)

2025 Community Health Assessment Report

Click [here](#) to view the full report!



Full CHA Report is available on HSN website:

<https://www.healthysouthernnevada.org/>

The Southern Nevada Health District (SNHD) collaborated with multiple community organizations and individuals to conduct a Community Health Assessment (CHA). This CHA identifies the community's health-related needs and strengths as well as resources available to address and improve health outcomes.

The CHA's intended purpose is to provide an overview of the health information and seeks to identify target populations who may be at an increased risk of poor health outcomes. Findings from the CHA are used to guide the development of a Community Health Improvement Plan (CHIP). The CHIP will direct and guide the development of SNHD's and other community partners' activities through the next three to five years. SNHD and community partnerships have assessed the health status of the community as well as community behaviors and conditions. Where available this CHA examines the health status of Clark County and compares it to the state-wide as well as national health indicators.

Community Health Assessment Methodology

Developed by the National Association of County and City Health Officials (NACCHO), the Mobilizing Action through Planning and Partnerships (MAPP) framework is a community-driven strategic planning process that aims to improve community health. This formal assessment, adopted by the CHA Steering Committee, consisted of four assessments that have gathered primary and secondary, qualitative and quantitative data. The three assessments were:

- Community Partner Assessment (CPA)
- Community Status Assessment (CSA)
- Community Context Assessment (CCA)

Please view the full assessment report findings below:

+ Community Partner Assessment (CPA)

+ Community Status Assessment (CSA)

+ Community Context Assessment (CCA)

2025 Community Health Prioritization



April 30, 2025

- Facilitated by Southern Nevada Health District with 195+ participants
- Reviewed Community Health Assessment findings: Community Partner, Community Context, and Community Status Assessments
- Priority areas selected based on:
 - Inclusion in multiple assessments
 - Population impact & costs
 - Effect on quality/length of life
 - Feasibility of interventions
 - Comparison to national benchmarks
- 155 attendees ranked issues by magnitude, severity, and intervention effectiveness
- Hanlon Method used to identify top 4 priorities
- Results will guide the 2026–2031 Community Health Improvement Plan (CHIP)

2026-2031 Community Health Priorities

1

ACCESS TO CARE

2

CHRONIC DISEASE

3

PUBLIC HEALTH FUNDING

4

SUBSTANCE USE

What is the CHIP?

The purpose of the CHIP is to serve as a community-driven blueprint informed by data from the Community Health Assessment (CHA). It outlines shared goals, strategies, and actions to improve population health, reduce health inequities, and coordinate efforts across community partners. The four priority areas were selected through a large, community-wide prioritization meeting and provide direction for the work moving forward. Southern Nevada Health District (SNHD) serves as the primary coordinator of the planning process by convening partners and facilitating collaboration; however, it is not the sole lead for implementing each initiative, though it may serve as the lead in areas where appropriate.

Mission, Vision, and Values

Each priority workgroup developed its own mission, vision, and values statements to reflect the unique focus of its area. Together, these individual statements were integrated into the overall mission, vision, and values below, which represent the shared commitment and guiding principles of the CHIP Steering Committee.

Mission

To improve health and quality of life in Southern Nevada by strengthening access to quality healthcare, reducing the burden of chronic disease, addressing substance use through prevention and recovery support, and advancing sustainable public health funding through community collaboration.

Vision

A healthier, safer, and more resilient Southern Nevada where all people have equitable access to care, prevention resources, and supportive services that empower individuals and communities to thrive.

Values

Southern Nevada's Community Health Improvement Plan is guided by:



EQUITY
Ensuring fair access to care and resources for all populations

COLLABORATION

Building strong partnerships to drive shared solutions



COMPASSION
Supporting individuals with dignity, respect, and understanding

PREVENTION

Prioritizing early intervention, education, and wellness



SUSTAINABILITY
Strengthening long-term public health funding and systems

INNOVATION

Using evidence-based and creative approaches to improve outcomes



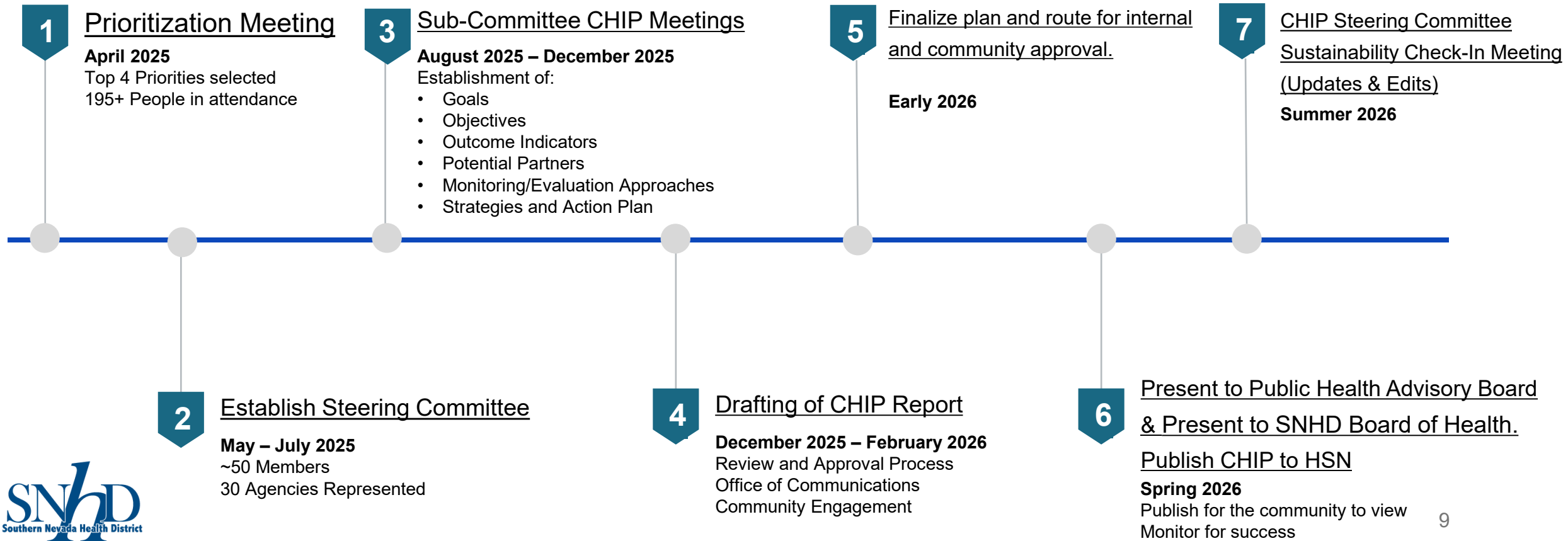
ACCOUNTABILITY
Promoting transparency and data-driven decision-making

RECOVERY SUPPORT

Recognizing recovery as possible and supporting lifelong well-being



2026-2031 CHIP Process Timeline



Steering Committee & Workgroups

Chronic Disease

Co-Chairs

Amineh Harvey
Angel Garcia-Saavedra

Collaborators

Courtney Taber
Elika Nematian
Jennifer Young
Katy Oestman
Kimberly Pozucek
Malcolm Ahlo
Mateo Marquez
Rayleen Earney
Samantha Bojorquez
William Bendik

Access to Care

Co-Chairs

Julie Tousa
Ian Imperial

Collaborators

Amy Levin
Gwendolyn Greene
Holly Lyman
Laura Sida
Regina De Rosa
Siddharth Raich
Tamera Travis
Will Rucker
Xavier Foster

Public Health Funding

Co-Chairs

Emma Rodriguez
Amanda Brown

Collaborators

Eileen Colen
Liz Morris
Marcia Blake
Rich Hazeltine
Ryan Kelsch
Tina Dortch
Trinh Dang-Mai
Xurong Liu

Substance Use

Co-Chairs

Jessica Johnson
Jamie Ross

Collaborators

Bethany De Los Reyes
Charles Winston
Chris Reynolds
Jeremiah Zablon
Jose Partida Corona
Liz Morris
Rebecca Cruz-Nanez
Ron Schnese
Sherra McGowan
Toluwanimi Babarinde

Contributing Organizations

Alzheimer's Association
Anthem Nevada Medicaid
City of Henderson
Comagine

Daybreak Consulting
Dignity Health
Foundation for Recovery
Helping Hand of Vegas Valley
Intermountain Health
NAMI Southern Nevada
YMCA of Southern Nevada

Nevada Homeless Alliance
Nevada Office of Minority Health
and Equity
PACT Coalition
Partida Corona Medical Center
Renaissance Behavioral Health
University of Nevada, Reno
Extension

Regional Transportation Commission
of Southern Nevada
Select Health
Southern Nevada Health District
Southern Nevada Health Consortium
The Center
Three Square
University of Nevada, Las Vegas



Selected Priorities



ACCESS TO CARE

Access to care refers to the ability of individuals to obtain the health services they need—when they need them—without barriers. This includes having affordable, timely, and culturally appropriate medical, mental health, and preventive services available in one’s community. Access to care is essential for preventing disease, managing chronic conditions, and improving overall health outcomes. Without timely and affordable care, people are more likely to experience worsened health, avoidable hospitalizations, and increased health disparities, especially in underserved populations.



CHRONIC DISEASE

Chronic diseases are long-term health conditions that typically progress slowly and persist over time, often for the rest of a person’s life. Common examples include heart disease, diabetes, and cancer—many of which are influenced by lifestyle factors like diet, physical activity, and tobacco use. Chronic diseases are a leading cause of death, and prioritizing them allows for prevention, early detection, and management. Focusing on chronic disease can improve health outcomes and extend life expectancy across populations.



PUBLIC HEALTH FUNDING

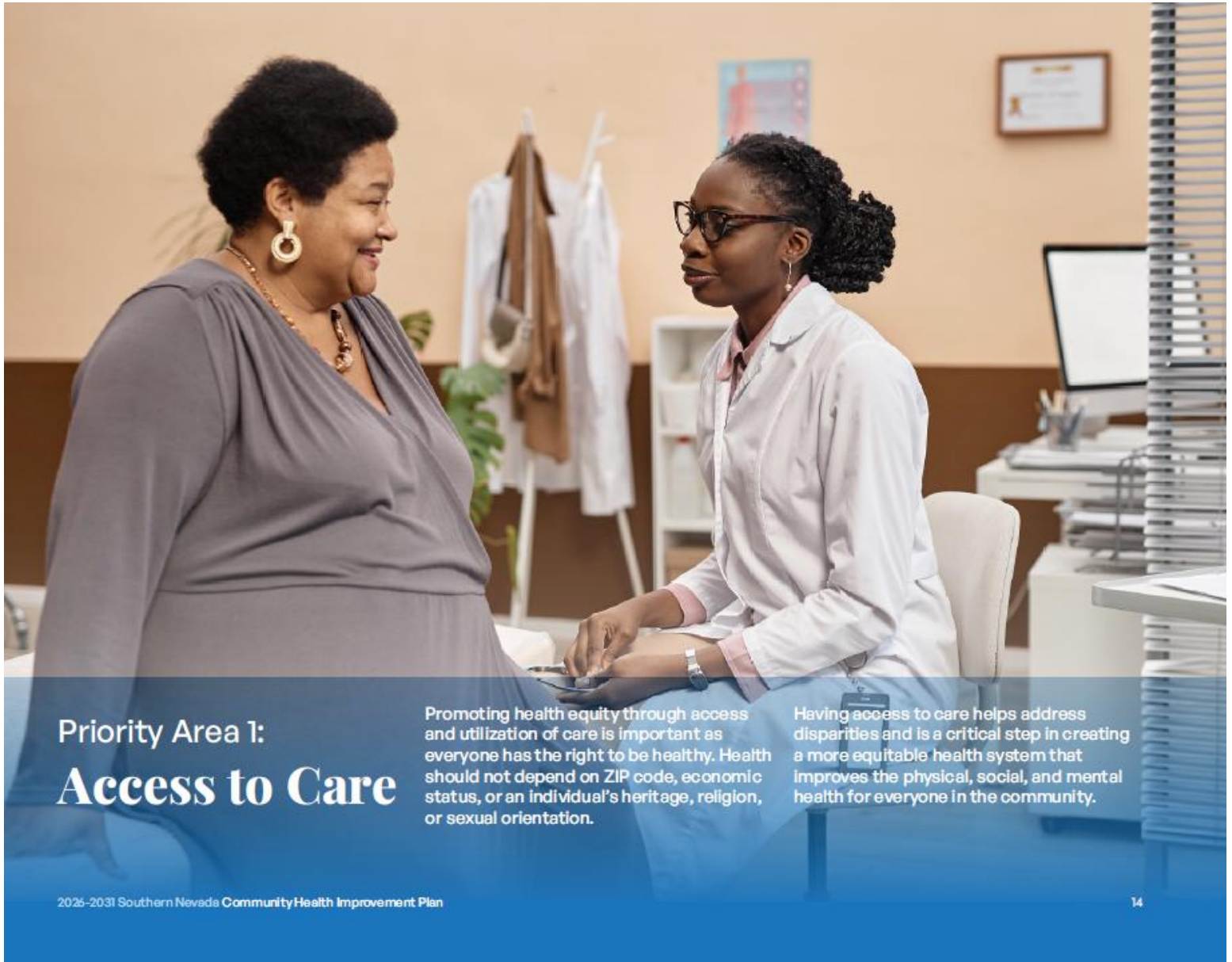
Public health funding is the financial support provided by governments, organizations, or institutions to protect and improve the health of communities. It supports different programs and services such as disease prevention, health education, emergency, preparedness, and access to care—which aim to reduce health risks and improve population well-being. Adequate funding supports essential services, preparedness and response, and health equity efforts targeting underserved and at-risk populations. Investing in public health infrastructure strengthens community health and resilience.



SUBSTANCE USE

Substance use refers to the use of drugs or alcohol, whether occasional, regular, or problematic. While some use may be moderate, misuse can lead to serious health issues, including addiction, mental health challenges, and overdose. Substance use is an important community health issue because it affects not only individuals, but also families, public safety, and local resources. Addressing it through prevention, treatment, and support helps create a healthier, safer, and more resilient community.

Priority Area 1



Priority Area 1: Access to Care

Promoting health equity through access and utilization of care is important as everyone has the right to be healthy. Health should not depend on ZIP code, economic status, or an individual's heritage, religion, or sexual orientation.

Having access to care helps address disparities and is a critical step in creating a more equitable health system that improves the physical, social, and mental health for everyone in the community.

Access to Care

Goals & Objectives

Goal 1 Improve Access to Reliable Transportation Infrastructure

Objective 1.1: Mobility-Dependent Populations

By December 2031, decrease transportation wait-list times for lower-income residents, individuals with disabilities, and refugees in high-need ZIP codes by expanding enrollment in transportation assistance programs and improving coordination.

Objective 1.2: Public Transportation-Dependent Populations

By December 2031, increase capacity and access in transportation programs (RTC vouchers, Dignity Health referrals) among older adult residents and public transit-reliant populations through tracking utilization, addressing policy barriers, and including senior and mobility-impaired voices.

Objective 1.3: Households With Limited or No Vehicles

By December 2031, expand transportation outreach for households without vehicles, increasing successful service linkages through refugee organization partnerships and multilingual outreach. Limited mobility independence, those relying on accessible transportation, and zero-vehicle households.

Goal 2 Strengthen Healthcare Provider Support During Credentialing

Objective 2.1: Reduce Credentialing Delays

By December 2031, reduce provider credentialing processing time from 90+ days to 30 days by collaborating with Medicaid, Managed Care Organizations (MCOs), and Health Care Finance to streamline workflows and revise policies.

Objective 2.2: Support Underserved Patient Access

By December 2031, increase the number of credentialed providers serving underserved patients through assistance with applications and removal of administrative barriers.

Goal 3 Increase Knowledge and Diversify Community Resource Information Distribution

Objective 3.1: Expand Community Resource Engagement

By December 2031, Access to Care CHIP Workgroup organization representatives will attend at least 25 events per year to promote resource access and track referrals.

Objective 3.2: Diversify Outreach Methods and Improve Community Insight

By December 2031, introduce at least five new outreach strategies (translated materials, digital tools, social media, text systems, pop-up booths) to increase resource access.

Priority Area 2



Priority Area 2: Chronic Disease

The Chronic Disease workgroup focused on a multi-generational strategy to reduce the burden of cardiovascular disease and diabetes through targeted prevention, management, and system-wide collaboration. Recognizing that health outcomes are deeply tied to demographic and geographic factors, this plan prioritizes African American and Hispanic residents aged 35 and older for cardiovascular prevention, while ensuring seniors 65 and

older have the robust support needed for disease management. Furthermore, the initiative scales evidence-based diabetes interventions for adults in Clark County's most underserved areas. Central to these efforts is a commitment to strengthening the local public health infrastructure by fostering seamless communication and resource sharing among the organizations dedicated to serving those living with chronic conditions.

Chronic Disease

Goals & Objectives

Goal 1

Decrease the prevalence of cardiovascular disease among African Americans/Hispanic 35+ (prevention) and Older Adults 65+ (management)

Objective 1.1: Increase Referrals

By Spring 2027, increase referrals to organizations providing Chronic Disease Self-Management Education (CDSME).

Objective 1.2: Promote Get Healthy Clark County resource guide

By June 30, 2027, increase the utilization of the Office of Chronic Disease Prevention and Health Promotion's (OCDPHP) Health and Wellness resource guide among African American and Hispanic adults 35+ and older adults 65+ by promoting the guide at a minimum of 10 community-based locations annually.

Goal 2

Decrease the prevalence of diabetes among adults 18+, African American, Hispanics, living in underserved areas in Clark County.

Objective 2.1: Diabetes prevention & management enrollment

By December 31, 2031, increase enrollment of priority-population residents into diabetes prevention and diabetes self-management programs (e.g., Diabetes Prevention Program (DPP), (Diabetes Self-Management Education (DSME), Prediabetes 101 classes, Mind, Exercise, Nutrition, Do-It! (MEND), Build Healthy Families) by 20%, using a baseline established by June 30, 2027, through program review.

Objective 2.2: Provider-driven referrals & culturally responsive navigation

By December 31, 2028, increase provider-initiated referrals to diabetes programs for the priority population by implementing referral workflows with Primary Care Physicians (PCP), CHWs, and community partners (including Intermountain, UNLV School of Medicine, and SNHD), and providing culturally responsive navigation support.

Objective 2.3: Referrals to DPP/DSME & related programs

By December 31, 2031, increase annual referrals of African American and Hispanic adults 35+ and older adults 65+ to evidence-based cardiovascular and diabetes prevention/management programs (including DPP, DSME, Pathways Programs, and Comagine Compass-tracked programs) by at least 25%, based on a baseline established through audits completed by June 30, 2027.

Chronic Disease Cont'd

Goals & Objectives

Goal 3

Strengthen communication and collaboration among organizations that serve residents experiencing chronic diseases (especially cardiovascular disease and diabetes).

Objective 3.1: Cross-promotion of listservs

By December 31, 2027, establish a shared cross-promotion system among at least 10 chronic disease service organizations by linking and promoting one another's listservs.

Objective 3.2: Vendor & community event promotion

By June 30, 2027, establish a collaborative vendor-sharing and event-promotion system to ensure that at least 30 diabetes and cardiovascular disease service providers receive timely notifications about community events (including the Diabetes & Heart Disease Block Party), vendor opportunities, and free/low-cost community classes such as "With Every Heartbeat There's Life."

Objective 3.3: Community of Practice

By September 30, 2026, establish a Chronic Disease Community of Practice that convenes quarterly, with a baseline of membership and collaboration indicators established by March 2027, to strengthen coordination among providers and increase shared resources and best practices.

Goal 4

Reduce preventable risk factors and address social determinants of health, including, but not limited to access to nutritious food, increased physical activity, reduce obesity, and tobacco-free lifestyles in Clark County.

Objective 4.1: Strengthen Healthy Living Policies and Environments

By December 2027, review and recommend at least one policy change, environmental systems, and/or activities that support healthy eating, active living, and tobacco-free lifestyles in Clark County.



Priority Area 3



Priority Area 3: **Public Health Funding**

Sustainable public health funding serves as the essential foundation for any successful improvement plan. By securing consistent and transparent funding, communities can move beyond reactive measures to address systemic barriers, such as transportation insecurity and limited access to preventative screenings.

Ultimately, prioritizing public health resources is not merely an administrative necessity; it is a strategic commitment to equity, ensuring that every resident has the foundational support required to lead a healthy, productive, and resilient life.

2026-2031 Southern Nevada Community Health Improvement Plan

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Public Health Funding

Goals & Objectives

Goal 1

Increase, maintain, or optimize existing public health resources to support the ongoing implementation, monitoring, and community engagement efforts of the CHIP.

Goal 2

Maintain or increase sustainable public health funding to support and strengthen public health capacity and social determinants of health in Southern Nevada.

Objective 1.1: Analyze Funding Landscape

By December 2031, collaborate with community partners to conduct a comprehensive landscape and market analysis to identify existing funding streams, funding gaps, or emerging opportunities across Access to Care, Chronic Disease and Substance Use.

Objective 1.2: Build Funding Toolkit

By December 2031, develop, publish, and annually update a Funding Resource Toolkit that consolidates grant-writing resources, state match opportunities, and funding opportunities relevant to Access to Care, Chronic Disease, and Substance Use.

Objective 1.3: Match Partners for Funding

By December 2031, design and implement a matchmaking system that identifies partner capabilities, aligns complementary strengths across organizations, and facilitates teaming for funding opportunities in Access to Care, Chronic Disease, and Substance Use.

Objective 2.1: Maintain Public Health Funding

By December 2031, maintain state per-capita public health funding and pursue increases to strengthen public health capacity in Southern Nevada.



Priority Area 4



Priority Area 4: Substance Use

The CHIP Substance Use workgroup established a comprehensive framework to safeguard our residents through proactive prevention, life-saving harm reduction, and expanded clinical care. This initiative prioritizes the entire lifespan of our community, from implementing evidence-based prevention in K-12 schools and higher education to enhancing the capacity of our treatment systems. By dismantling systemic barriers to care, such as Medicaid prior authorizations and

geographic service gaps, and by fostering an integrated approach to co-occurring mental health disorders, we aim to build a resilient recovery ecosystem. Through strategic legislative advocacy, trauma-informed training for first responders, and widespread public education, this plan serves as a roadmap to reduce overdose fatalities and ensure that every Clark County resident has equitable access to the resources necessary for long-term health and stability.

Substance Use

Goals & Objectives

Goal 1

Expand and improve access to evidence-based prevention programs for K-12 Schools and College Students who live in Clark County

Objective 1.1: Expand School Prevention Programs

By December 2031, conduct a countywide community landscape analysis of prevention programming in Clark County K-12 schools and use findings to expand evidence-based programs to at least 10 more schools.

Objective 1.2: Train Providers on Early Identification & Referral

By December 2031, implement training for at least 200 teachers, counselors, and primary care providers on risk factors for substance use/mental health concerns and on referral pathways, resulting in an increase in early referrals to school or community services.

Objective 1.3: Increase College Prevention Services

By December 2031, increase access to substance use prevention programming for Clark County college students by adding or enhancing prevention services at a minimum of two higher-education campuses.

Goal 2

Reduce Clark County overdose deaths through prevention and education

Objective 2.1: Expand Naloxone Access

By December 2031, expand naloxone availability to at least 50 easy-to-access community locations (e.g., libraries, rec centers, cultural centers, nonprofits, etc.)

Objective 2.2: Educate Community on Overdose Response

December 2031, engage 5,000 residents and educate 1,000 staff at community sites on overdose response, naloxone use, or stigma reduction in identified high-risk ZIP codes.

Objective 2.3: Review and Recommend Policy Changes

Complete a review of current state laws, propose at least one policy recommendation by 2027.



2026-2031 Southern Nevada Community Health Improvement Plan

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Substance Use Cont'd

Goals & Objectives

Goal 3

Improve access to substance use treatment and care for people who live in Clark County

Objective 3.1: Expand Treatment Capacity

By December 2031, increase Clark County's detox and treatment capacity, including stimulant use disorder treatment at carceral settings, community settings, and medical/hospital settings.

Objective 3.2: Increase Routine Health Screening in Treatment

By December 2031, ensure that 75% of substance use treatment programs routinely offer or refer for Human Immunodeficiency Virus (HIV)/ Hepatitis C virus (HCV)/ Sexually transmitted infections (STIs) testing.

Objective 3.3: Improve Access to MOUD Services

By December 2031, eliminate Medicaid prior authorization for buprenorphine and increase the number of pharmacies and clinics offering MOUD, supported by a public directory of dispensing locations.

Objective 3.4: Expand Onsite MOUD Access in Clinics

By December 2031, increase the number of infectious disease treatment programs and medical clinics that provide onsite MOUD dispensing least 50%.

Goal 4

Address mental health and substance use disorder intersections for people of Clark County

Objective 4.1: Increase 988 Awareness

By December 2031, increase awareness for people who live in Clark County to know when and how to use 988 through a countywide, multilingual awareness campaign, a peer-to-peer text campaign, and/or a targeted narrow-cast campaign in high-need community locations.

Objective 4.2: Expand Trauma-Informed Training

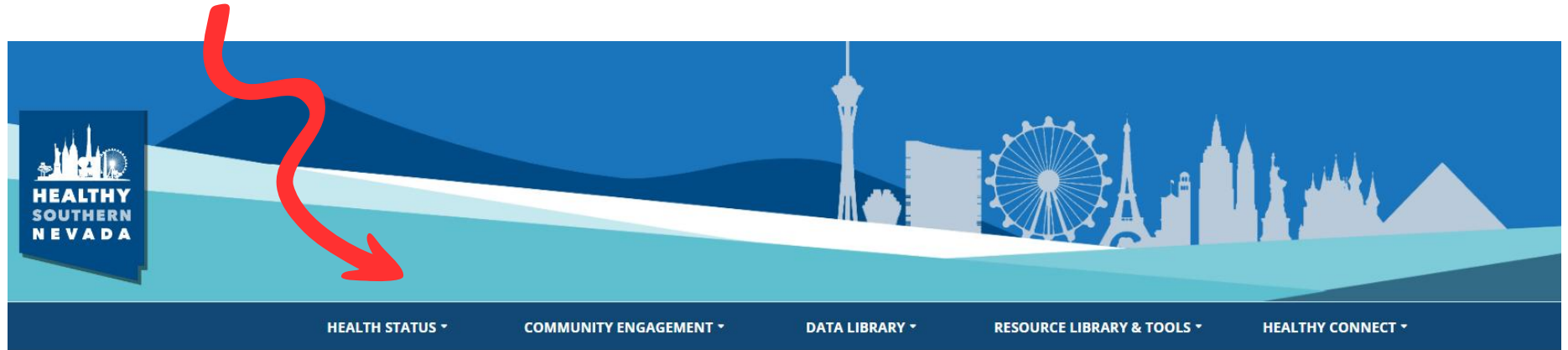
By December 2031, increase awareness of existing trauma-informed and co-occurring disorder response training and support access to the training for at least 500 Clark County first responders, including law enforcement, Emergency Medical Technicians (EMTs), fire personnel, healthcare workers, and Community Health Workers (CHWs).

Objective 4.3: Improve Policies for Integrated Behavioral Health Access

By August 2026, support at least two system-level policies or reimbursement changes (e.g., increased Medicaid reimbursement for mental health providers, simplified billing for co-located care, provider-type expansion) that improve access to integrated mental health and substance use services.

CHA/CHIP Reports and Tracking

www.HealthySouthernNevada.org



Next Steps: How You Can Help

Join the Implementation Workplan Group

- Get involved in shaping and guiding the work ahead:



<https://tinyurl.com/368zadc3>

Be a Champion

- Advocate for community health priorities
- Share resources
- Help build momentum across your network
- Align your work with CHIP priorities

Final CHIP Report Release – Early June

- Start implementing action plan
- Provide progress updates & tracking on HSN Dashboard
- Invitation to present findings and plan to community groups

[HealthySouthernNevada.org](https://www.healthy-southern-nevada.org)

THANK YOU
to everyone involved!



Acknowledgements

The Southern Nevada Community Health Improvement Plan (CHIP) was developed through the dedication and collaboration of numerous agencies, service providers, and community partners committed to improving health outcomes across the region. Through a coordinated workgroup process, participants identified priority health issues, assessed gaps in existing programs and policies, reviewed evidence-based practices, and developed strategies aimed at advancing health equity and strengthening community systems. The Southern Nevada Health District extends sincere appreciation to all members of the CHIP Steering Committee for their time, expertise, and leadership. We would like to recognize these individuals and thank them for their dedication to this process.

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Steering Committee by Workgroup

Chronic Disease

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Ron Schnese
Sherra McGowan
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Contributing Organizations

Alzheimer's Association
Anthem Nevada Medicaid
City of Henderson
Comagine
Daybreak Consulting
Dignity Health
Foundation for Recovery
Helping Hand of Vegas Valley
Intermountain Health
NAMI Southern Nevada
Nevada Homeless Alliance
Nevada Office of Minority Health and Equity
PACT Coalition
Partida Corona Medical Center

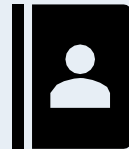
Renaissance Behavioral Health
Regional Transportation Commission of
Southern Nevada
Select Health
Southern Nevada Health District
Southern Nevada Health Consortium
The Center
Three Square
University of Nevada, Las Vegas
University of Nevada, Reno Extension
YMCA of Southern Nevada

Special Thanks to the Following Individuals and Entities for Their Support and Leadership in the CHIP

Dr. Cassius Lockett
Dr. Anilkumar Mangla
Victoria Burris
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SNHD Public Health Advisory Board

Southern Nevada Health District

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[Facebook.com/SouthernNevadaHealthDistrict](https://www.facebook.com/SouthernNevadaHealthDistrict)



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[YouTube.com/SNHealthDistrict](https://www.youtube.com/SNHealthDistrict)

Board of Health Update



Southern Nevada Health District
2025–2029 STRATEGIC PLAN

Presenter:

Richard Hazeltine, MBA, LSSBB, CPLP
Quality Improvement | Accreditation Manager
Southern Nevada Health District

5/28/2026



Agenda

- History vs. Current State
- Purpose
- What's new
- Looking Forward

A Strategic Plan:



DEFINES DIRECTION

Establishes the health department's vision and goals for the future.



SUPPORTS DECISION-MAKING

Guides resource allocation and prioritization of initiatives.



DRIVES ACCOUNTABILITY

Tracks progress and measures success with transparency.



ENHANCES ADAPTABILITY

Ensures the department can respond effectively to emerging public health challenges and opportunities.

How We Got Here

C.A.R.E.S.

COMMITMENT We are committed to providing quality services and collaborating with internal and external partners to achieve mutual goals and strengthen our community's health.

ACCOUNTABILITY We carry out our responsibilities and report in a transparent manner. We strive to provide our services in a timely and efficient way, embracing good leadership and stewardship practices to achieve long-term sustainability.

RESPECT We recognize and appreciate the dignity and worth of every person, regardless of their background, heritage, beliefs, or ability. We build positive relationships that foster inclusion and belonging for all, ensuring access to members based on needs.

EXCELLENCE We pursue quality and innovation in everything we do, from our policies and systems to our services and interactions. We embrace the pursuit of excellence and continual improvement across interactions with patients, partners, colleagues, and other stakeholders.

SERVICE We strive to provide an exceptional experience for everyone through accessible, compassionate services to our patients, clients, co-workers, and communities.



2023

Huron Consulting, Community SWOT, Board, CARES



2024

Launched a 1-year plan and VMSG Dashboard



2025

Updated to a 5-year plan, new Priority (Health Information Technology)



2025-2029

Added 6th Priority: Substance Use

Home Page

Show SubConcepts

Status Summary

SNHD Strategic Plan - Current

Goals

Objectives

Activities

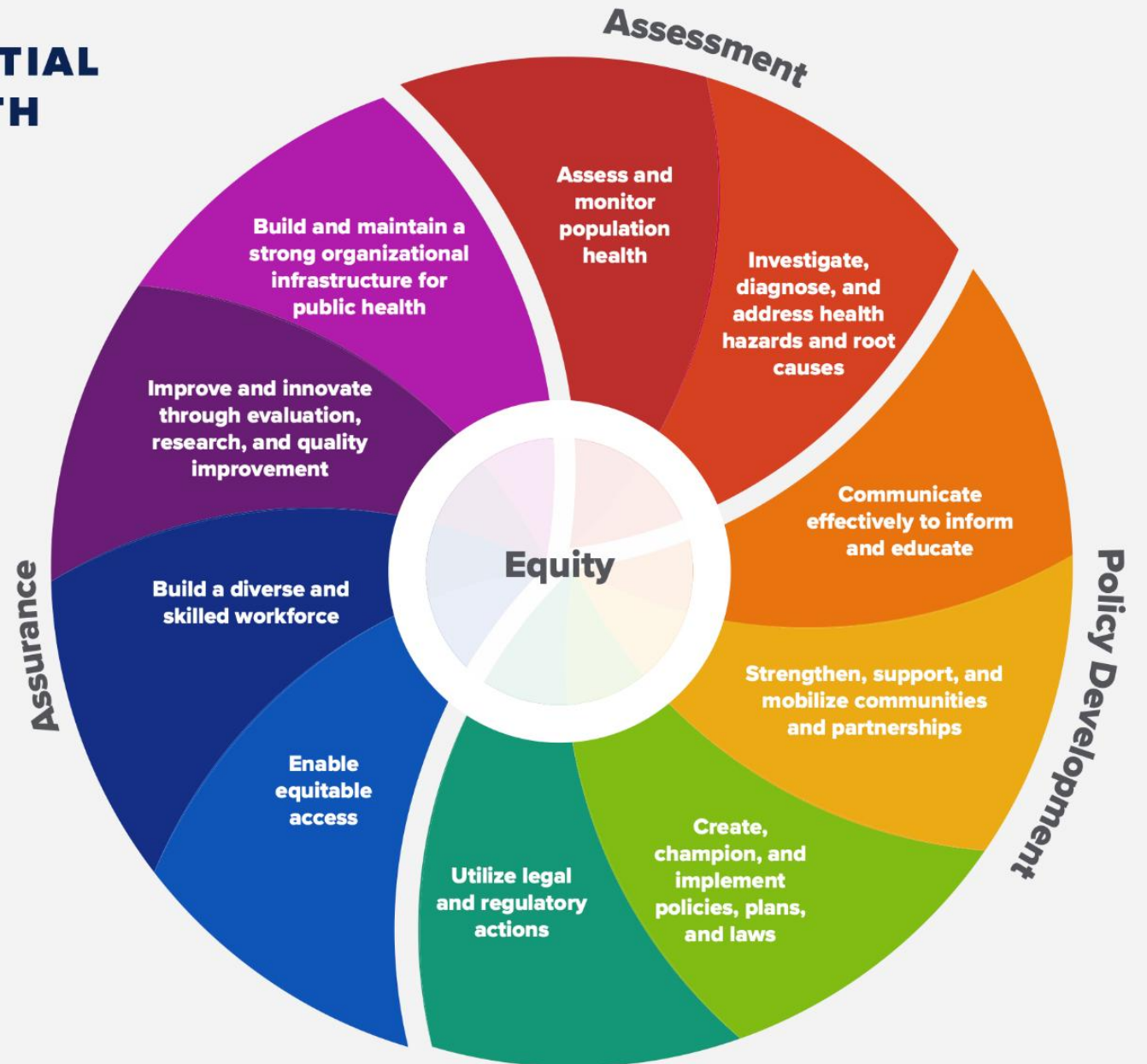


Informed by:

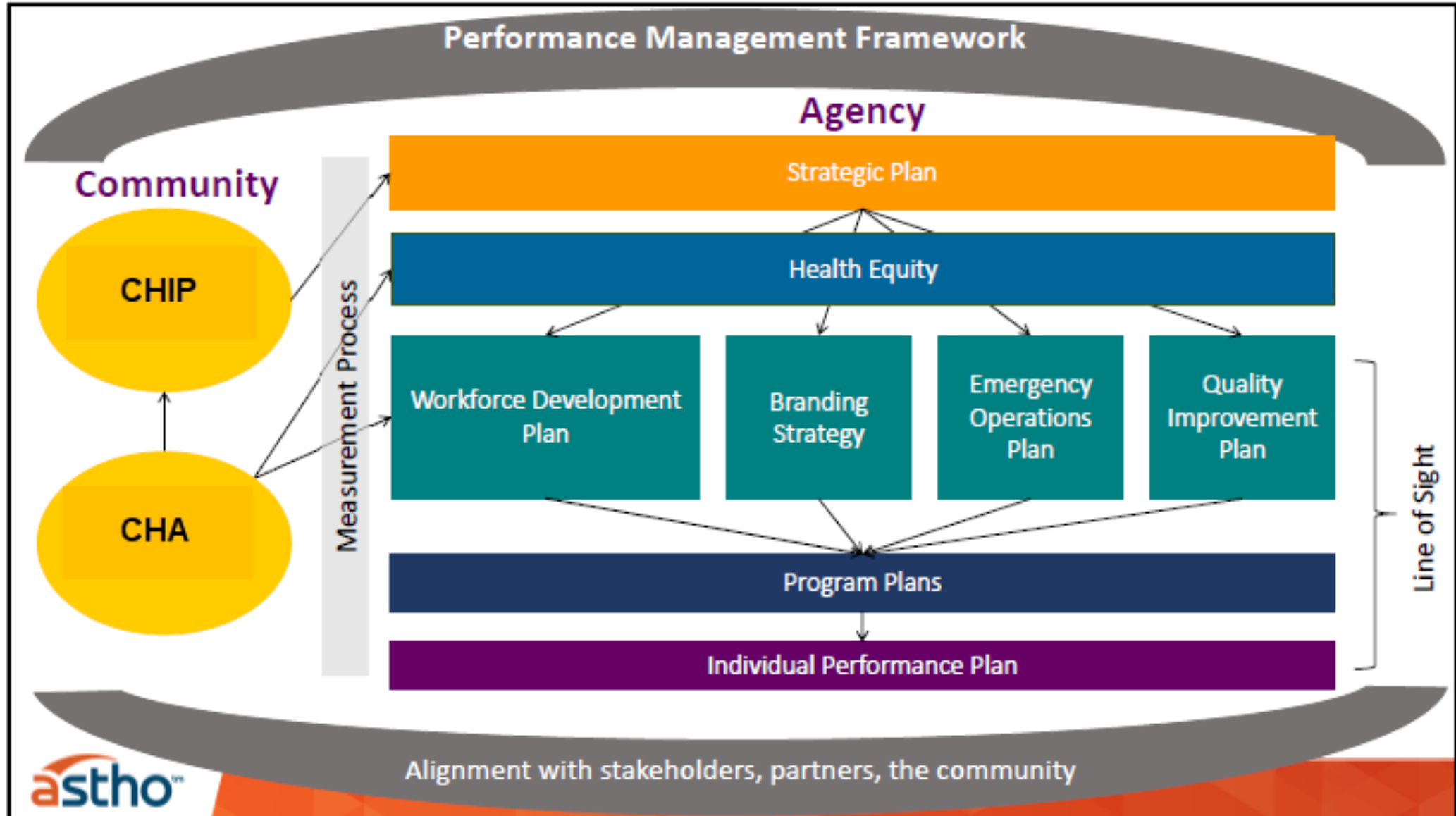
THE 10 ESSENTIAL PUBLIC HEALTH SERVICES

To protect and promote the health of all people in all communities

The 10 Essential Public Health Services provide a framework for public health to protect and promote the health of all people in all communities. To achieve optimal health for all, the Essential Public Health Services actively promote policies, systems, and services that enable good health and seek to remove obstacles and systemic and structural barriers, such as poverty, racism, gender discrimination, and other forms of oppression, that have resulted in health inequities. Everyone should have a fair and just opportunity to achieve good health and well-being.



Purpose of the Plan



Our Six Priorities

Access to care

Connect the public to services and reduce barriers

- Provide access to integrated services – barrier free
- Educate and connect the public to care

Financial and Operational Resilience

Ensure financial sustainability and business continuity

- Financial Sustainability & Stewardship
- Business continuity for internal and public services

Performance Management

Plan and evaluate effectiveness of services and programs

- Enhance public health outcomes
- Optimize operational efficiencies

Workforce Development

Recruit, develop, and retain professionals to deliver services and respond to an evolving community

- Develop and sustain an inclusive and competent public health workforce
- Maintain a trained workforce focused on public health core competencies



Health Information Technology

Strengthen and unify critical public health data

- Grow and share cloud-based services, real-time data collection and new data sources, promoting health equity, accessibility, and service delivery
- Accelerate data into action through more capacity for outbreak response, interoperability, forecasting, decision-making, and predictive analytics



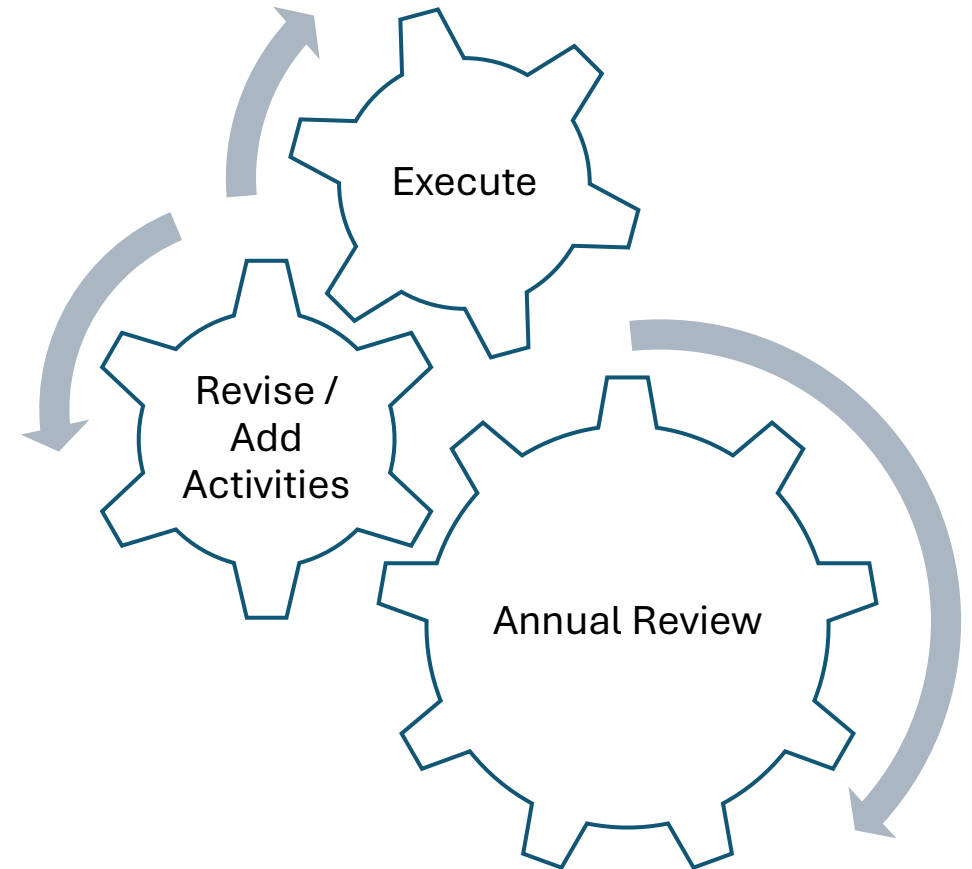
Substance Use

Prevent and respond to overdose through readily accessible knowledge and tools

- Increase the Health District staff capacity to prevent, recognize, and respond to overdoses
- Increase community resilience to an evolving overdose landscape through existing Health District services, programs, and partnerships

Performance Management with CQI

- Continuous Quality Improvement
 - QI Projects and Repository
- Management / Leadership revise and add new strategic activities
- Annual review of the plan
 - HEC: Priorities
 - Performance Mgt./QI Team audit




QI Project Storehouse

QI Project Storehouse ★

Attachments	Project Level	Project Name	Status	Contact Person	Division	Dept. or Program ...	Strategic Alignment	Problem	Improvement(s) ...	QI Tool(s) used	Start Date
	Just Did It	Temp Events converting from paper to PDF	Complete	Heather Woods	Environmental Health	Consumer Health Special Programs	3.2 Optimize Operational Efficiencies	Special Programs had difficulty reading inspector handwriting, disorganizing of files at event and other problems listed in form.	Converted forms to PDF, stored all forms on SharePoint for downloading.	Just Did It	1/1/2023
	QI Project-A3	BTS-Gemba Walk	Started	Shannon Pickering	Primary & Preventive	Immunization	1.1 Access to Care: Provide access to integrated services, 3.2 Optimize Operational Efficiencies	Process and layout challenged flow of patients at peak times	Completed Gemba walk, applied 7 countermeasures with 12 more planned before summer 2026	Flow Chart Brainstorm (req... Gemba Walk	8/19/2025
	QI Project-Chart	Patient Chart Reviews	Complete	Lourdes Yapjoco Shannon Pickering	Primary & Preventive	Immunizations	2.1 Ensure financial sustainability and business continuity	IZ Program had errors in patient chart reviews. Including wrong payer code and missing VFC eligibility causing delays and billing problems.	Clear and consistent review process to reduce errors, caught earlier, and corrected before they affect billing or reporting.	Flow Chart	4/23/2025

Improvement Charter (A3 / TPS)

	<p>Title:</p>	<p>Division:</p>	<p>Owner:</p>	<p>Date:</p>																					
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">The Case</p>	<p>Background / Rationale:</p> <p>Need:</p>		<p>Target Condition:</p>																						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Measures:</th> <th style="width: 15%;">Baseline value (date___)</th> <th style="width: 15%;">Current value (date___)</th> <th style="width: 10%;">Ideal value (perfect)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Measures:	Baseline value (date___)	Current value (date___)	Ideal value (perfect)																	<p>Hypothesis:</p>		
Measures:	Baseline value (date___)	Current value (date___)	Ideal value (perfect)																						
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Current Condition</p>	<p>Current condition/problems/root cause analysis:</p>		<p>Action plan:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">WHAT</th> <th style="width: 15%;">WHO</th> <th style="width: 15%;">By When</th> <th style="width: 40%;">Test of Value</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			WHAT	WHO	By When	Test of Value																
WHAT	WHO	By When	Test of Value																						
			<p>Key learnings:</p>																						
			<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Target Condition</p>																						
				<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Action Plan</p>																					

The Case

Background/Rationale: July & August have approx. 2-3 times the normal amount of immunizations administered due to back-to-school (BTS). This puts pressure on our normal way of operating and is open to improvement of processes.

Need:
Serve all immunization patients during BTS in an efficient way that feels friction-less to patients and their families while improving processes and conditions for staff where possible.

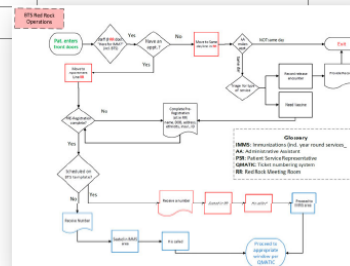
Measures:	Baseline value (date__)	Current value (date__)	Ideal value (perfect)
Total vaccines-all SNHD clinics for August only	13,892 (8/2024)	*9,367 (8/2025)	
Total patients seen in August	5,348 (8/2024)	5,804 (8/2025)	
Average monthly vaccines—all clinics Average	7,510 (FY '25)		
Avg. monthly vaccines—without August	6,930 (FY '25)		
Patients/Hour/Nurse with 1 Admin.	2.5 (8/25/2025)	2.5 (8/25/2025)	

*Volume decrease may be due to COVID backlog elimination

Current condition/problems/root cause analysis:

SPACE	COMMUNICATIONS	PROCESS
nurse motion	front desk gives directions-a lot	non appt -patients have it tough
nurses walking a lot station to station	lobby actions unclear	communicating risk of not being seen w/o appt?
crowded vibe	all blue colors for signage	dup of paper & electronic
payment area not used for paper records over processing	Message boards displaying outdated COVID info (can't update?)	no way to register when signup for appt
room for kids/strollers	lack of signage	lots of both paper & computers
BOH tables chairs waste		reg rate is low?
spaces under utilized / inefficient		Not kid friendly
Only 2 lines		
Not much privacy for patients		

- All walk-in patients seen same day
- eCW is not built for high volume
- Lack of privacy at registration area
- Nurses walk to Red Rock for paperwork for every patient
- Healow pay not in use this year
- (Holding Space for future Process flow in current workflow)



Current Condition

Target Condition:

Improved use of space to improve patient experience and daily capacity for BTS vaccination with staff enrolled in new processes.

Hypothesis:

Using space more efficiently will result in improved daily capacity and patient experience (privacy, easy process to follow)

Items in GREEN indicate updates since September. Green Checkmarks show actions completed.

Countermeasures:

Facilities	BTS Leadership	IT
Ceiling-grid mount curtains to create treatment rooms	Analyze and mitigate Team survey results	QMatic Upgrade
BOH tables will be removed allowing partition to be closed	Empower Leads to open dialog and interpret survey results as needed and vet new interventions	Additional Kiosk Planning
TVs for Kid-friendly movies	Bargain for cashier and EH space in Lobby	
Add tables and move vending machines in lobby	Increase education within school district	

Target Condition

Action plan:

WHAT	WHO	By When	Test of Value
Hot Wash / Recognition BTS Team	Shannon P.	9/24/25	Check hypotheses and absorb new challenges
Explore use of EH meeting room and old cashier space in lobby during BTS (overflow?)	Shannon P.	3/1/25	Improved workflow
Replace 2-3 static monitors	Chris E.M.	3/30/25	Better flow of patients with less human directions
Launch Patient Sat Survey to 25% of patients	Shannon	12/2/2025	Provide pre and post data next year.
Facilities Action Plan as Point-Kaizen (quick fixes)	Bob K.	2/1/25	Potential impact on daily IMZ before BTS '26
Issue survey of BTS staff (include pat-sat.)	Shannon/Rich	9/18/25	Provide qualitative patient-satisfaction measure
Research hand scanners for data input (RNs)	Lizzette/Gabi	10/15/2025	Flow and accuracy improved
Explore App upgrade and Registration flow	Rich/Chris	1/30/26	Reduce 20+ min. AA/PSR time

Key learnings: Looking up patients in WEBIZ ahead of time reduces no-shows and drives efficiency.

Action Plan

THANKS TO ALL!



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Rebecca Topol
Gabriela Villafuerte
Suan Zannis
Lei Zhang
Jose Partida Corona



Thank You



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Our Vision:

Healthy People Thriving in a Healthy Southern Nevada





DATE: May 28, 2026

TO: Southern Nevada District Board of Health Members

FROM: Cassius Lockett, PhD, District Health Officer

A handwritten signature in blue ink, appearing to be 'CJ', is written over the name 'Cassius Lockett' in the 'FROM' line.

SUBJECT: District Health Officer Report

Youth Rally for Tobacco-free Campus

The Southern Nevada Health District's Office of Chronic Disease Prevention and Health Promotion Tobacco Control Program and Students Promoting Awareness Responsibility & Knowledge (SPARK), the agency's Youth Advisory Council, hosted an interactive outreach event at the College of Southern Nevada's (CSN) West Charleston campus to educate students, faculty and staff about the benefits of a tobacco-free campus on Tuesday, April 28. Members of the Youth Advisory Council answered questions and distributed educational materials to students, faculty and staff.

The Health District's SPARK Youth Advisory Council is made up of local high school students who are actively amplifying youth voices on public health issues while developing leadership and advocacy skills. These students partnered with the Health District's Tobacco Control Program for their SPARK Spring Project, "CSN, The Time is Now." Nearly 2,000 Clark County School District students participated in the project, capturing photographs of their peers holding message boards that reflect support for a tobacco-free campus. A collage of these photos was displayed on the CSN campus during the event.

The initiative also encouraged peer-to-peer conversations and put student voices front and center in the call for change, as momentum builds across Southern Nevada to create tobacco-free learning environments. It highlighted the health and community benefits of adopting a tobacco-free policy and underscored the growing movement among higher education institutions across the region.

According to the National Center for Health Statistics, in 2024, 3.4% of young adults ages 18 to 24 smoked cigarettes, while more than four times as many in this age group reported vaping (14.8%). In Clark County, the prevalence was even higher in 2023, with 7.5% reporting cigarette use and 17.4% reporting e-cigarette use. Nearly all adults who smoke (99%) begin before age 26, making college campuses a critical setting for prevention efforts. Tobacco-free policies not only help reduce smoking rates among students but also shift social norms, eliminate exposure to secondhand smoke and support those trying to quit.

To learn more about the benefits of tobacco-free campus policies, visit [3 benefits of tobacco-free policies at colleges and universities](#). For individuals looking to quit smoking, free cessation resources are available through the Nevada Tobacco Quitline at 1-800-QUIT-NOW (1-800-784-8669) or nevada.quitlogix.org.

Legionnaires' Disease Investigation

On April 28, the Health District announced it was investigating two travel-associated cases of Legionnaires' disease associated with stays at the Wynn Las Vegas. One person stayed at the property in September 2025 while the other stayed in February 2026. Both individuals have since recovered.

Following notification of these cases, the Health District conducted environmental sampling at the facility. Multiple samples tested positive for *Legionella*, the bacteria that can cause Legionnaires' disease. In response, the Wynn initiated immediate and comprehensive water system remediation measures, and the most recent samples indicate no detectable levels of *Legionella* in the affected areas. The property is also conducting ongoing follow-up testing to help ensure the continued safety of its water systems. The facility is cooperating with the Health District's investigation, has initiated direct guest notifications regarding potential exposure, and is implementing precautionary measures designed to mitigate any further risk of illness.

Legionnaires' disease symptoms typically begin within two to 10 days after exposure to the bacteria. However, people should watch for symptoms such as cough, shortness of breath, fever, muscle aches and headaches for up to two weeks after exposure.

People who are at increased risk of getting sick include:

- People 50 years or older
- Current or former smokers
- People with chronic lung disease
- People with weakened immune systems
- People who take drugs that can weaken their immune systems (after a transplant operation or chemotherapy)
- People with underlying illnesses such as diabetes, kidney failure or liver failure

Anyone with additional questions can contact the Health District's Helpline at (702) 759-4636 (INFO), Monday – Friday, from 8 a.m. – 4:30 p.m. More information on Legionnaire's disease is available on the Centers for Disease Control and Prevention website at www.cdc.gov/legionella/index.html.

For questions about lead testing of consumer products, contact SNHD_OutbreakSupport@snhd.org. For more information about childhood lead poisoning prevention, visit: www.southernnevadahealthdistrict.org/community-health-center/clppp/.

Diabetes Education

This June, the Southern Nevada Health District will expand access to diabetes education by launching its first virtual self-management classes in Spanish. Led by trained health educators, the free classes provide participants who have diabetes or prediabetes with practical management strategies and tools to build healthier habits and lower the risk of serious health complications.

The virtual Spanish-language classes will be held via Microsoft Teams on June 22 and 29 from 10 a.m. to noon. Attendance at both sessions is required. The Health District also continues to offer virtual diabetes self-management classes in English, with upcoming classes set for June 3, 10 and 17 from 10 a.m. to noon. To register for the Spanish-language classes, complete the [Formulario de Clase de Automanejo de la Diabetes](#). To register for English-language virtual or in-person classes, call (702) 759-1270 or complete the [Diabetes Self-Management Interest Form](#).

In Clark County, approximately 238,000 people 12.8% of the adult population — were living with diabetes. Statewide, an estimated 304,000 Nevada adults (11.9%) were diagnosed with the condition. Diabetes prevalence in Clark County was higher among multiracial (26.1%), Hispanic (15.3%), and Black (11.9%) adults compared with white adults (10.2%). Similar disparities were observed in Clark County for prediabetes, with higher prevalence among Hispanic (19.1%) and Black (16.7%) adults compared to white adults (15.4%). The American Diabetes Association estimates that about 816,000 Nevada adults — roughly 1 in 3 — are living with prediabetes, placing them at increased risk of developing Type 2 diabetes if the condition is not identified and addressed. However, many people with prediabetes remain undiagnosed.

Early screening and healthy lifestyle changes, including increased physical activity, improved nutrition and modest weight loss when appropriate, can help prevent or delay the onset of Type 2 diabetes. Self-management education programs can also help individuals better manage their condition and overall health.

The Health District’s Office of Chronic Disease Prevention and Health Promotion offers diabetes self-management and prevention classes throughout the year at the Main Public Health Center, 280 S. Decatur Blvd., Las Vegas, NV 89107, and online. To learn more about diabetes resources in Southern Nevada, go to [Get Healthy Clark County|Local Diabetes Resources](#) or [Viva Saludable |Recursos Locales Para la Diabetes](#). For information about additional classes, events and programs offered by the Health District, visit the [Get Healthy Clark County Community Calendar](#).

Move Your Way®

The Health District launched its annual Move Your Way® campaign on May 22, inviting Clark County residents to “dive into a healthier summer” through free, family-friendly poolside events that combine music, activities and community engagement to encourage physical activity while helping participants stay cool during the summer months. Sponsored by the Health District’s Office of Chronic Disease Prevention and Health Promotion, the events will take place at recreation center pools throughout the Valley from May 22 through September 7. Each event offers an opportunity for families and individuals to stay active, connect with others and enjoy the summer season. A full schedule of events is available at [GetHealthyClarkCounty.org](#) and [VivaSaludable.org](#).

Regular physical activity plays a critical role in preventing chronic disease, yet many people in Clark County are not getting enough exercise. According to the 2023 Behavioral Risk Factors Surveillance System, 26.2% of adults in Clark County were sedentary, meaning they reported no physical activity outside of work in the past 30 days. The 2025 Youth Risk Behavior Survey also found that 13.6% of high school students were sedentary, reporting no days with at least 60 minutes of physical activity in the previous week. The Centers for Disease Control and Prevention recommends 150 minutes of moderate-intensity activity per week or 75 minutes of vigorous activity, along with muscle-strengthening activities on two or more days per week.

Move Your Way® is a national campaign led by the U.S. Department of Health and Human Services that encourages people to meet the Physical Activity Guidelines for Americans through everyday movement. The campaign offers tools and resources to help individuals set goals, stay motivated and build lasting healthy habits.

In addition to in-person events, people can access free online programs at www.GetHealthyClarkCounty.org and at www.VivaSaludable.org. These include Walk Around Nevada and the Neon to Nature mobile app, along with resources supporting healthy eating, tobacco cessation and overall wellness.

Community Meetings

Week ending 05/03:

Biweekly:

- Facilitated one-on-one meetings with Direct Reports
- Attended the New Hire Orientation
- Facilitated the Health Executive Council meeting

Monthly:

- Participated in the Disease Surveillance & Control Division leadership meeting

Quarterly:

- Participated in the Public Health Advisory Board meeting
- Participated in the Community Health Division leadership meeting

Ad-hoc Meetings:

- Facilitated an interview with EIS recruit
- Attended the Ad Hoc CDC Response All-STLT Update call
- Participated in a meeting on the Bio-Watch program
- Participated in a meeting with Mahoney and Associates regarding cost allocation
- Participated in a meeting with representatives from CDC on the Epi-Aid EIS Officer role

Week ending 04/26:

Biweekly:

- Attended the CDC Response All-STLT Update call
- Facilitated one-on-one meetings with Direct Reports

Monthly:

- Participated in the Southern Nevada District Board of Health meeting

Professional Development/Conferences:

- Attended the EIS Recruitment at the CDC

Week ending 04/19:

Biweekly:

- Facilitated one-on-one meetings with Direct Reports

Monthly:

- Participated in the individual Southern Nevada District Board of Health Agenda Review meetings with MPT Black, Councilwoman Brune, Commissioner Kirkpatrick, Bobbette Bond, Scott Nielson, Mayor Hardy, Councilwoman Summers-Armstrong

Quarterly:

- Participated in the Lab Test Pricing Check-in meeting

Professional Development/Conferences:

- Attended the 2026 NACCHO Preparedness Summit (virtually)

Ad-hoc Meetings:

- Attended the New Hire Orientation
- Facilitated an internal meeting regarding Ryan White Part B Funding
- Attended the Ad Hoc CDC Response All-STLT Update call
- Attended the Southern Nevada District Board of Health – Special Meeting
- Attended a meeting on Geonomics-Bioinformatics Lab Partnership with Touro University
- Participated in a meeting with representatives from CDC on the Epi-Aid Objectives

Week ending 04/12:

Biweekly:

- Participated in the Lab Expansion meeting
- Attended the CDC Response All-STLT Update call
- Facilitated one-on-one meetings with Direct Reports
- Participated in the Healthcare Associated Infections (HAI) Update meeting

Monthly:

- Participated in the BCHC Monthly Member meeting

Bi-monthly:

- Participated in the CSTE Chronic Disease Subcommittee call

Quarterly:

- Participated in the BCHC Finance Committee meeting
- Participated in the Public Health and Preventive Care Division leadership meeting

Media/Interviews/Panelist/Presenter/Events:

- Attended the National Public Health Week Breakfast at the Main Decatur Facility
- Facilitated the 2026 State of Public Health

Ad-hoc Meetings:

- Facilitated an internal meeting regarding Ryan White Part B Funding
- Participated in a meeting with UMC regarding Community Connect

Week ending 04/05:

Biweekly:

- Facilitated one-on-one meeting with CDC EIS Officer
- Attended the CDC Response All-STLT Update call
- Facilitated the Health Executive Council meeting
- Facilitated one-on-one meetings with Direct Reports
- Participated in the EIS Bi-weekly Check-in meeting

Monthly:

- Participated in the Disease Surveillance & Control Division leadership meeting

Ad-hoc Meetings:

- Attended various meetings regarding the lab expansion
- Attended a meeting regarding BioWatch program
- Attended an EIS 2026 Interviews & Match webinar
- Attended a meeting with Scott Nielson and Virginia Valentine



Environmental Health Consumer Price Index (CPI) Update

Chris Saxton

May 28, 2026

Environmental Health (EH) Programs:

Food Operations – Inspections

- Food Establishment Inspections
- Special Events

Food Operations – Regulatory Compliance

- Regulatory Support – Staff and Industry Training, HACCP and Label Reviews
 - Specialized Food – Mobile Vending, Farmer's Markets, Annual Itinerants, Unpermitted Food Vending, Water Stores
 - Outbreak Support – Foodborne Illness, Legionella, Healthcare Acquired Illness
-

Environmental Health (EH) Programs Continued:

Solid Waste

- Permitted Disposal Facilities
- Underground Storage Tanks
- Restricted Waste Management
- Illegal Dumping
- Public Accommodations

Environmental Health (EH) Programs Continued:

Engineering

- Solid Waste Plan Review
- Subdivisions
- Asbestos Waste Transport
- Safe Drinking Water
- Individual Sewage Disposal Systems
- Liquid Waste Haulers

Environmental Health (EH) Programs Continued:

Consumer Health

- Aquatic Health Plan Review
- Aquatic Health Operations
- Plan Review
- Special Programs – Schools, Childcares, Body Art Facilities, Jails

All EH programs work together to protect the health of Clark County citizens and millions of tourists.

Board of Health Approved EH Fee History

2004 – 28% Fee Increase

2005 – 9% Fee Increase

2006 – 9% Fee Increase

2007 – 28% Fee Increase

2008 – 9% Fee Increase

2009 – 4% Fee Increase

2020 – Downgrade and Closure Fee Increases

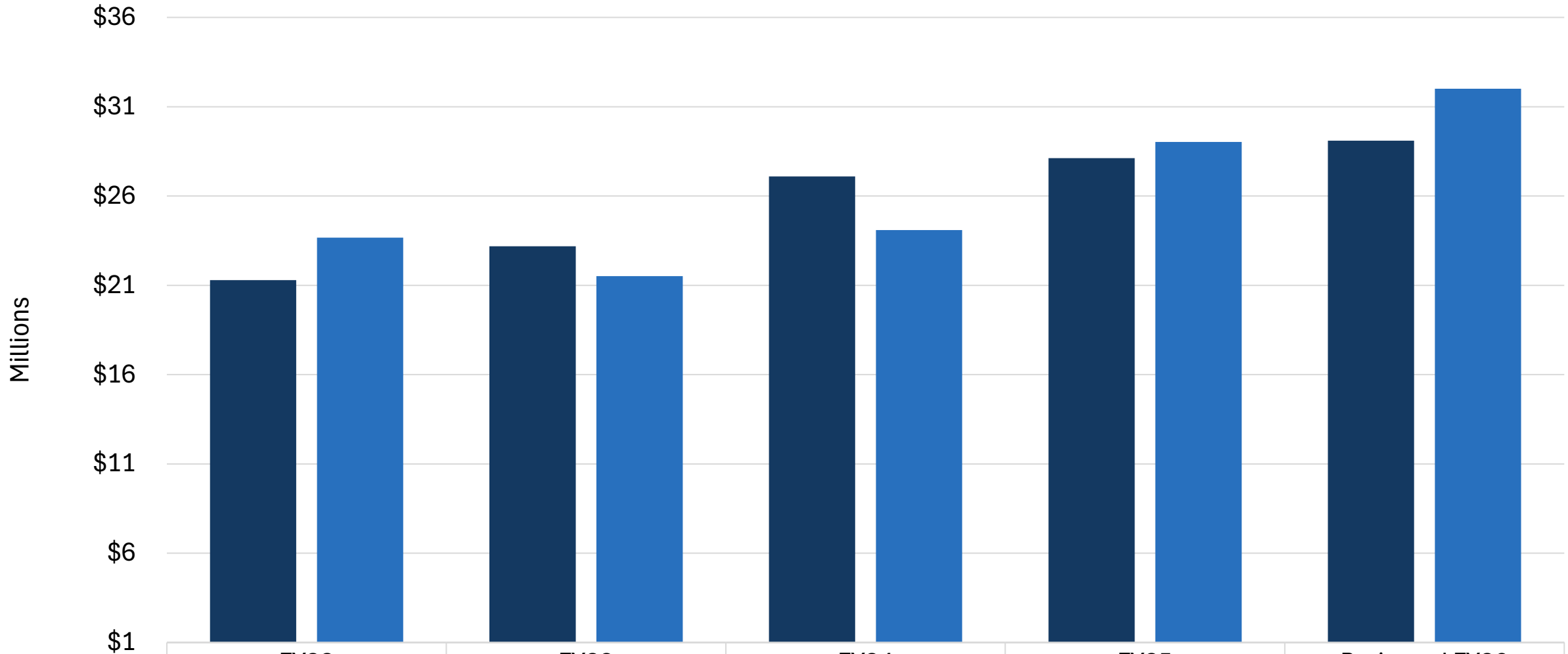
2022 – 27% Fee Increase/Annual CPI

2024 – CPI Adjustment (3%)

2025 – CPI Adjustment (2.4%)

2026 – Upcoming CPI Adjustment (2.7%)

SNHD Revenue and Expenses



■ Total Revenues	\$21,286,205	\$23,188,139	\$27,099,802	\$28,115,770	\$29,094,613
■ Total Expenses	\$23,669,122	\$21,515,416	\$24,087,717	\$29,029,952	\$32,007,811

■ Total Revenues ■ Total Expenses

EH CPI Revenue vs Increased Expenses

	FY24	FY25	FY26 *
Fee Adjustment Percentage	0%	3%	2.4%
Cost Recovery from CPI Fee Adjustments	\$0	\$818,906	\$681,905
Salary Expense**	\$20,039,339	\$23,179,311	\$24,361,213

*FY26 Dollars are Projections

**Vast majority of new hires, from fee adjustment, in FY24 and FY25

EH Improvements Since 2022 Fee Adjustment

- Plan Review - Average days to project release for remodels declined by approximately 22%.
- Aquatic Health Plan Review - Average days to project release for remodels declined by approximately 33%.
- Aquatic Health Operations – Staff can complete all inspections when fully staffed.

EH Improvements Since 2022 Fee Adjustment: Continued

- Food Operations staff are completing all mandated inspections even with a 14% increase in required inspections due to permit growth.
- The Outbreak Support Office was created, and staff are doing more field investigations relating to illnesses and outbreaks at permitted facilities (approx. 52% funded from fee adjustment).
- Two Environmental Health Specialists are dedicated to Unpermitted Food Vending complaints (100% funded from fee adjustment).

QUESTIONS?



FY 2025-2026

Grant Suspension (Reinstatement) & SB118 Funding Activity

(July 1, 2025 to April 30, 2026)

May 28, 2026

Grant Suspension (Reinstatement)

SAMHSA (FRCAR):

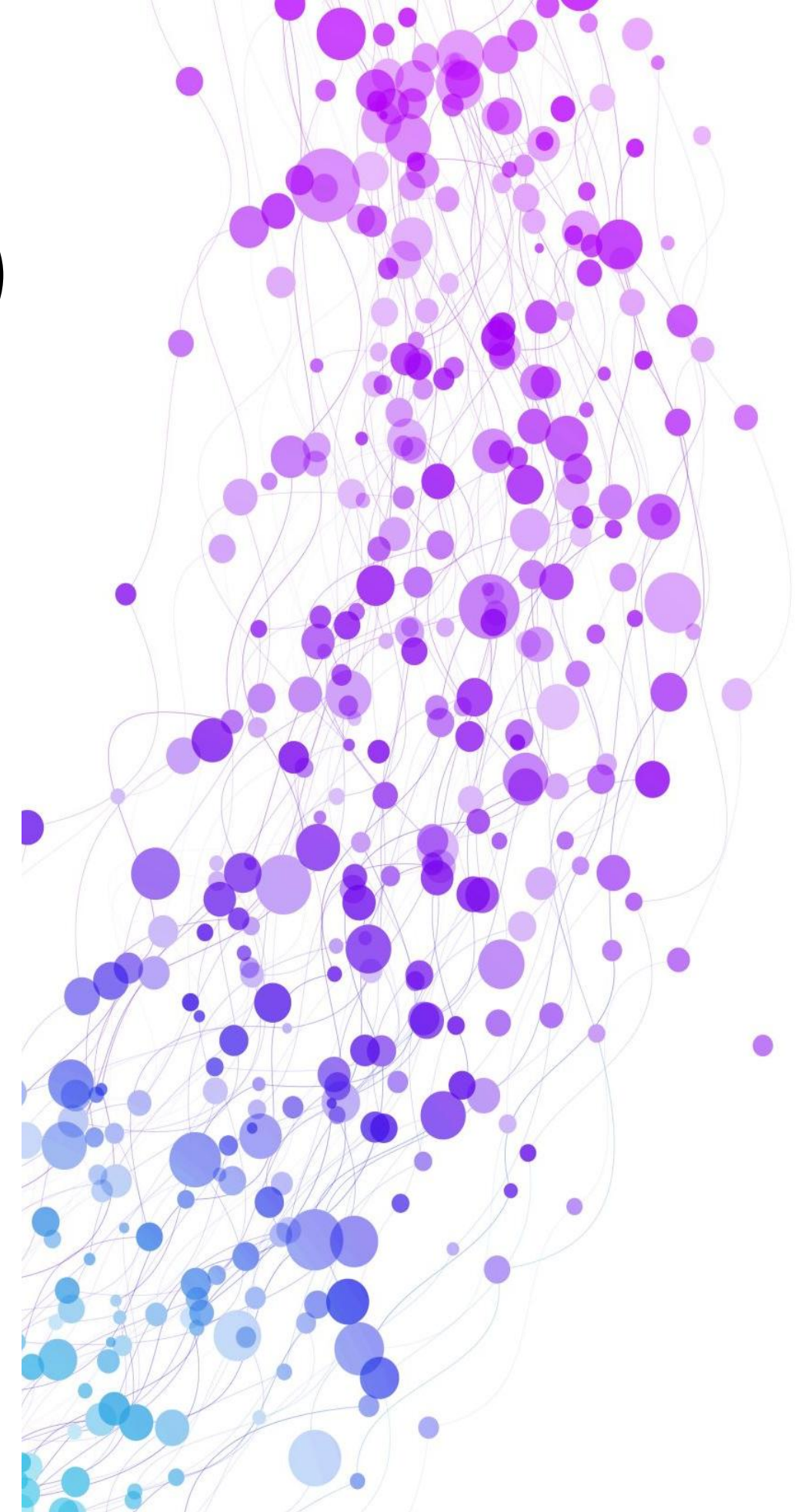
- \$500,000 original award amount (09/2025)
- 1.85 FTE
- Direct Federal Award
- Notice of Suspension – January 13, 2026 (rescinded January 15, 2026)

CDC (Public Health Infrastructure 2):

- \$1,840,036 original award amount (12/2025)
- 7.575 FTE
- Direct Federal Award
- Notice of Suspension – January 23, 2026 (rescinded January 24, 2026)

SAMHSA (PFS):

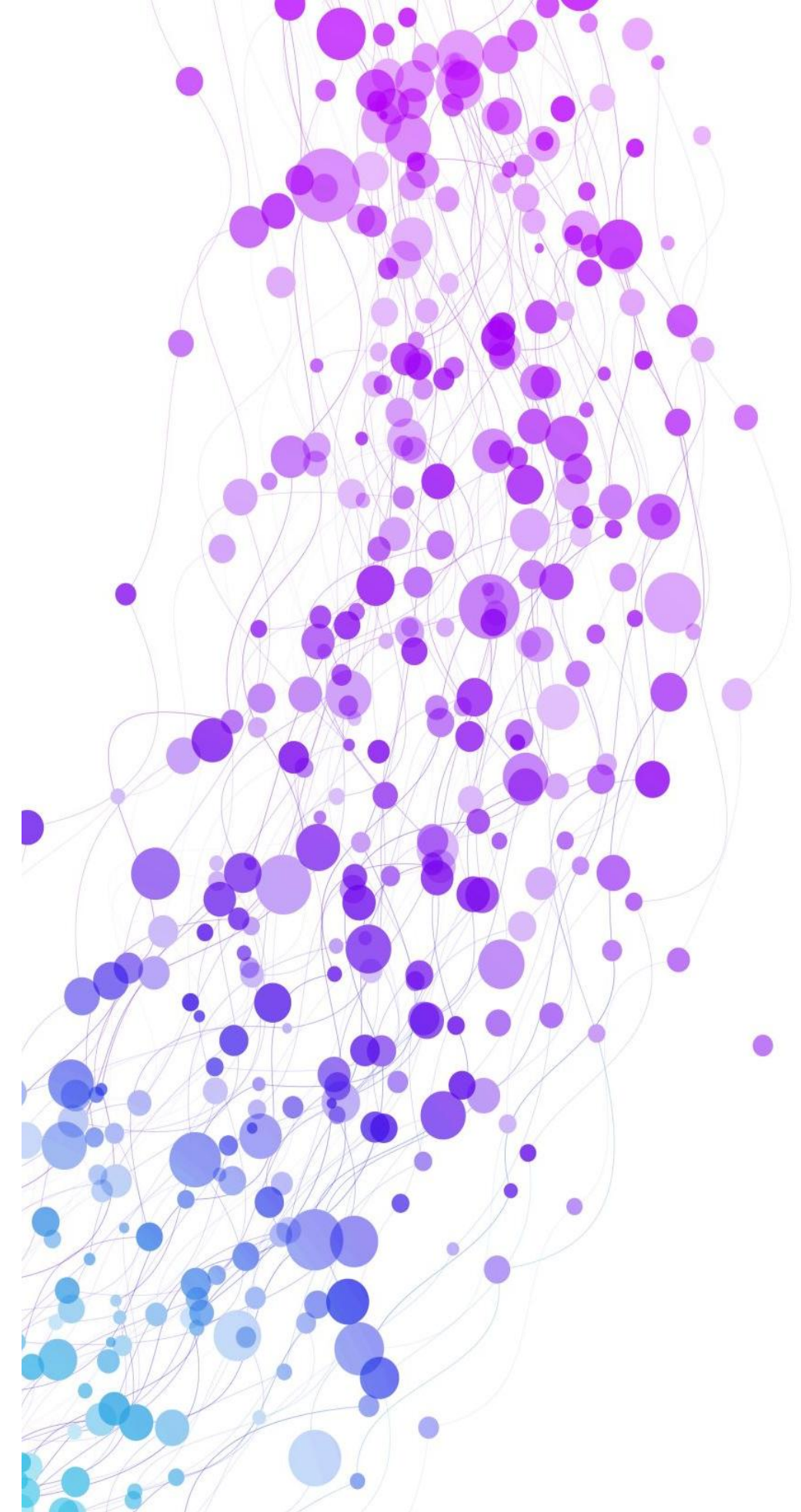
- \$72,717 original award amount (09/2025)
- .55 FTE
- Pass-through Award
- Notice of Suspension – January 14, 2026 (rescinded January 15, 2026)



SB118 Funding

- \$10,950,000 original amount (started FY 2025)
- Ending 06/30/2026
- 4 Priorities
 - Disease Surveillance & Control (includes Public Health Laboratory Expansion)
 - Enhancing Access to Care
 - Addressing the Opioid Epidemic/Smoking
 - Health Equity
- 13.59 FTE (move to General Fund in FY27)

State Public Health Fund started in FY 2026 ends June 30, 2027.







QUESTION AND ANSWER

MEMORANDUM



Date: May 28, 2026
To: Southern Nevada District Board of Health
From: Jason Frame, *Acting Director of Administration* 
Cassius Lockett, PhD, MS, *District Health Officer* 
Subject: **Administration Division Monthly Report – April 2026**

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Executive Summary

The Office of Communications issued eight News Release and develop creative designs for National Infant Immunization Week and print materials for the Mama and Papa Bear Clinic. Health Cards served 11,432 total clients, including 2,284 clients renewing online. As of April 24, 2026, the Health District had 800 active employees. Human Resources posted 10 employment opportunities, held 61 interviews, extended 20 job offers, and onboarded Seven new hires. The Health District held the 2026 State of Public Health.

Office of Communications

News Releases Disseminated:

- Southern Nevada Health District offers free monthly lead testing for consumer products
- Reminder: Pop-Up Produce Stands continue at Bonneville Transit Center this spring
- Southern Nevada Health District highlights progress, partnerships at 2026 State of Public Health event

- STI Awareness Week promotes testing, prevention and stigma reduction
- National Infant Immunization Week highlights Mama Bear, Papa Bear Clinic, free resources for families
- Southern Nevada Health District honors 2026 Public Health Heroes
- Health District, youth advocates rally for tobacco-free future at CSN
- Southern Nevada Health District conducting Legionnaires' disease investigation at the Wynn Las Vegas, guests urged to complete health survey

Press:

- State of Public Health event
- STI Awareness Week
- Mama Bear, Papa Bear clinic event
- Tobacco-free campus event at CSN
- Legionnaire's disease cases at Wynn Las Vegas
- Public Health Heroes for 2026

Five hundred thirteen news clips related to the Health District, local news coverage and national coverage of public health topics were compiled in April. Coverage includes traditional print, broadcast, digital and online media outlets. A complete list is available at <https://media.southernnevadahealthdistrict.org/download/oc/202604-PI-Report.pdf>.

Advertisements, Projects Completed and Social Media Summary:

In April, staff placed billboard campaigns to increase community awareness of services provided at the Southern Nevada Community Health Center, ran digital campaigns to promote the Behavioral Health Center, and placed directory ads at the Boulevard and Meadows malls to promote back-to-school immunization services. Staff collaborated with team members from the Maternal Child Health program to develop creative designs for National Infant Immunization Week and print materials for the Mama and Papa Bear Clinic. Staff worked with the Office of Environmental Health Food Ops to promote monthly lead product testing and assisted the CHIP Steering Committee with ongoing support for the Community Health Improvement Plan (CHIP).

The Office of Communications responded to 232 public information inquiries in April related to Health District programs and services, vaccine clinic requests, health fair invitations, and complaints. The team also received 94 internal project requests, including graphic design, website content updates, photography, advertising, marketing, outreach materials and translation services. Staff continued regular updates to Health District websites, including SNHD.info and SNCHC.org.

On social media, staff promoted National Public Health Week, the Mama Bear Papa Bear event, National Infant Immunization Week, Pop-Up Produce Stands, Health Equity Chats, lead testing for consumer products, the CSN Youth Advisory Council event, the My OBGYN Expo, SPARK Youth Advisory Council applications, the Slam Dunk Challenge, Public Health Heroes, and Board of Health recognitions. Staff also produced videos for National Public Health Week, a My OBGYN promotional video, reels for Public Health Heroes, the Mama Bear Papa Bear event, the SPARK Youth Advisory Council, and a Health Equity podcast.

Community Outreach and Other:

- National Infant Immunization Week raffle prizes distributed: 4

- Three Square Food Bank/Supplemental Nutrition Assistance Program, Low Income Energy Assistance Program and Temporary Assistance for Needy Families program clients processed: 35
- Department of Welfare & Supportive Services Medicaid/Supplemental Nutrition Assistance Program applications: 185

Government Affairs Update:

- Prepared for and hosted State of Public Health event.
- Submitted a Request for Information to Federal Register on the 340B Rebate Model Pilot Program.

Meetings and Events of Note:

- 04/01: Partner Town Hall: SNAP Update from Nevada Legal Services
- 04/01: SPARK Youth Advisory Committee Presentation on Government Affairs
- 04/02: Government Affairs meeting with Nurse Family Partnership
- 04/06: National Public Health Week Breakfast- Main and Henderson
- 04/07: National Public Health Week Breakfast- Mesquite, Southern Nevada Public Health Laboratory and Fremont
- 04/07: State of Public Health Event
- 04/08: National Public Health Week Breakfast- Buffalo
- 04/09: Back-to-School Huddle
- 04/16: Presentation to Southern Nevada Opioid Advisory Committee (SNOAC)
- 04/21: Nevada Public Health Association Conference
- 04/28: Meeting of the Joint Interim Standing Committee on Health and Human Services
- 04/29: Heat Summit Community Table
- Meetings for Nevada Tobacco Control and Smoke-free Coalition
- Meetings for Big Cities Health Coalition PIO/Communications and Policy Workgroups
- Meetings related to State Public Health Funds and SB118

Please see Appendix A for the following:

- Media, Collateral and Community Outreach Services
- Monthly Website Page Views
- Social Media Services

Facilities

Monthly Work Orders	Mar 2025	Mar 2026		YTD FY25	YTD FY26	
Maintenance Responses	529	672	↑	3,892	3,983	↑
Electrical Work Orders	48	81	↑	362	430	↑
HVAC Work Orders	62	135	↑	498	788	↑
Plumbing Work Orders	17	34	↑	178	151	↓
Preventive Maintenance	98	31	↓	464	196	↓
Security Responses	2,654	2,240	↓	23,194	17,683	↓

Monthly Work Orders	Apr 2025	Apr 2026		YTD FY25	YTD FY26	
Maintenance Responses	541	631	↑	4,433	4,614	↑
Electrical Work Orders	53	50	↓	415	480	↑
HVAC Work Orders	33	144	↑	531	932	↑
Plumbing Work Orders	13	30	↑	191	181	↓
Preventive Maintenance	121	12	↓	585	208	↓
Security Responses	2,620	2,655	↑	25,814	20,338	↓

Finance

Total Monthly Work Orders	Apr 2025	Apr 2026		YTD FY25	YTD FY26	
Purchase Orders Issued*	564	717	↑	5,517	5,127	↓
Grants Pending – Pre-Award**	10	6	↓	45	36	↓
Grants in Progress – Post-Award***	11	8	↓	90	70	↓

*Includes purchase requests and p-card transactions.

**Grant applications and NCCs created and submitted to agency

***Subgrants routed for signature and grant amendments submitted

No-Cost Extensions and Carryover requests are not quantified in this report.

Grants Expired – April 2026						
KEY: P=Pass-through, F=Federal, S=State, O=Other						
Project Name	Grantor	End Date	Amount	Reason	FTE	Comments
State of Nevada - Adult Viral Hepatitis Prevention (aduhep25)	P-CDC	4/30/2026	\$26,050.00	End of budget period	0.15	FY2027 expected to renew
State of Nevada - Tobacco Control Program (tob_25)	P-CDC	4/28/2026	\$374,664.00	End of budget period	0.95	FY2027 expected to renew

Grants Awarded – April 2026							
KEY: P=Pass-through, F=Federal, S=State, O=Other							
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE
The National Environmental Health Association-FDA Retail Flex Fund (rfmain25)	P-FDA	4/1/2026	4/1/2026	3/31/2027	\$20,000	FY2026 renewal	0.08
The National Environmental Health Association-FDA Retail Flex Fund	P-FDA	4/1/2026	4/1/2026	3/31/2027	\$12,000	FY2026 renewal	0.02

Grants Awarded – April 2026							
KEY: P=Pass-through, F=Federal, S=State, O=Other							
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE
Mentoring (rfment26)							
The National Environmental Health Association-FDA Retail Flex Fund - Training Grant (rftrn_26)	P-FDA	4/1/2026	4/1/2026	3/31/2027	\$4,000	FY2026 renewal	0.00
OASH Title X Family Planning Services Grants Yr5 (fp_26)	F-OASH	4/3/2026	4/1/2026	3/31/2027	\$1,322,345	FY2026 renewal	7.95
State of Nevada - STD (std_26)	P-CDC	4/10/2026	3/1/2025	2/28/2026	\$590,886	FY2026 renewal	3.24
State of Nevada-ELC Nevada Wastewater Surveillance, Carry Over (elc2co26)	P-CDC	4/10/2026	8/1/2025	7/31/2026	\$66,443	Carry over funds from FY25	0.48
State of Nevada - Epidemiology and Laboratory Capacity (shrp1_26)	P-CDC	4/10/2026	1/1/2026	7/31/2026	\$915,996	New award	0.00

Contracts Awarded – April 2026							
KEY: P=Pass-through, F=Federal, S=State, O=Other							
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE
Partnership with Nevada Homeless Alliance-Sexual Health Community Linkage Navigators-Amendment 2 (pphlc_24)	O- NHA	4/23/2026	8/1/2023	7/31/2026	\$374,670	Amendment to decrease the award amount	2.00

Health Cards

1. Appointments continue to be required for food handler card testing and open as follows:
 - a. Advance appointments for our Decatur, Fremont, and Henderson offices open each weekday morning at 6 a.m. for that day in the following week.
 - b. Additional same-day appointments at our Decatur and Fremont offices open for booking each working day by 7:30 a.m. as staffing allows.
 - c. Same-day appointments for our Laughlin and Mesquite offices open for booking each working day at 5:00 a.m.
2. For the month of April, we averaged 76 “passing and paying” online renewal clients per day, with a total of 2,284 clients renewing online.

	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026
FOOD HANDLER CARDS						
New Cards	3,390	3,795	4,205	4,145	4,699	4,844
Renewal Cards (In-person and Online)	4,496	4,852	6,753	5,579	5,340	4,422
Duplicates	353	444	649	509	579	582
CFSM (Manager) Cards	175	189	240	260	279	244
Re-Tests	859	950	1,304	1,199	1,282	1245

	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026
BODY ART CARDS						
Body Art Cards	81	90	110	111	137	102

	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026
TOTAL CLIENTS SERVED						
	9,354	10,320	13,261	11,803	12,316	11,439

Human Resources (HR)

Employment/Recruitment:

- 0 New job title for April
- 800 active employees as of April 24, 2026
- 7 New Hire, including 0 rehires and 0 reinstatements
- 4 Terminations, including 1 retirement
- 6 Promotions, 3 Flex-reclasses
- 0 Transfers, 0 Lateral Transfers, 0 Reassignments
- 2 Demotion
- 50 Annual Increases
- 61 Interviews
- 20 Offers extended (4 offers declined)
- 10 Recruitments posted
- Turn Over Rates
 - District Administration: 1.047%

- Community Health: 1.069%
- Disease Surveillance & Control: 0.000%
- Environmental Health: 0.000%
- Public Health & Preventive Care: 0.925%
- FQHC: 0.000%

Temporary Employees

- 7 Temporary Staff

Safety

- Assessments / Inspections: 7
- Incidents: 5
- Inquiries: 89

Employee/Labor Relations

- 4 Coaching and Counseling, 0 Verbal Warnings, 1 Written Warning, 0 Suspensions, 0 Final Written Warnings, 0 Terminations, 0 Probationary Releases
- 5 Grievances
- 0 Arbitrations
- 80 Hours of Labor Meetings (with Union)
- 100 hours investigatory meetings
- 10 Investigations
- 14 Complaints & Concerns
- 100 Hours ER/LR Meetings with managers or employees
- Number of EEOC/NERC and EMRB cases: 4

Interns

There were a total of 29 interns providing 1,068 applied public health practice hours in April 2026.

Interns and Clinical Rotations	Apr 2026	YTD
Total Number of Interns ¹	29	96
Internship Hours ²	1,068	6,664

¹Total number of students, residents, and fellows

² Approximate hours students, residents, and fellows worked in applied public health practice

Training (In-Person and Online)

- Training Catalog Information Sessions: 130 Participants
 - Catalog lunch and learn w/ leaders on 4/8
 - Catalog info session at Decatur on 4/20
 - Catalog info session at Bufalo on 4/21
 - Catalog info session at SNPHL on 4/21
 - Catalog info session on Teams on 4/23
- Leaders' Toolbox: Defining Leadership at SNHD
 - 4/14/2026: 12 Participants
- Teambuilding Workshop:
 - 4/29/2026: 14 Participants
- Focus Groups: 4/6, 4/14, 4/21, 4/28 (For facilities)

New Hire Orientation

- 04/13/2026 – 3 New Hires
- 04/27/2026 – 4 New Hires

Informatics

A. EpiTrax

1. Work with the Epidemiology and Surveillance teams to monitor systems and applications, investigate and resolve issues, and provide ongoing user account support.
2. Updated Candida auris and other Multidrug-Resistant Organisms (MDRO) forms.
3. Completed development and successfully deployed the new Foodborne Illness Complaint (FBI Complaint) form to the production environment, and updated all FBI-related configurations, including conditions, agency assignments, and queues.
4. Added a field showing the number of associated events within 14 and 30 days for each facility to support the upcoming foodborne outbreak rollout at the end of April.
5. Add a new EH Foodborne Illness Referral Form print feature within the facility module, enabling the FBI team to generate printable forms that replicate the current MS Access-based process.
6. Integrated Accela food establishments into EpiTrax facilities for FBI investigation process.
7. Continued development of the general school enteric outbreak form; design is currently pending workflow review.
8. Conducted review of Healthcare-Associated Infection (HAI) cases in EpiTrax.
9. Added a clickable facility link in the event view to streamline access and reduce the need for manual facility search.
10. Added a new event type field for users to select when performing copy event function.
11. Fixed an issue where contact imports failed due to phone number field errors. This has now been resolved.
12. Performed facility deduplication in the EpiTrax database on two occasions.
13. Added a queue column to one of the table views on the event view page.
14. Renewed and updated the SSL certificate for all EpiTrax database servers in preparation for its expiration on April 17.
15. Investigated EpiTrax issue on 4/27/2026; root cause identified as epitrax-db01 running out of storage space. Requested IT assistance to expand storage and will work on implementing safeguards to prevent recurrence.
16. Assisted the outbreak response team with importing daily data for outbreak 2026-00015 from Alchemer survey responses into EpiTrax.
17. EpiTrax User Requests:

	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026
EpiTrax Requests Completed	9	12	12	11	13	16	15	12	6	4
EpiTrax Requests Opened	66	61	51	53	55	57	53	48	49	49
EpiTrax New Requests	6	6	2	13	11	18	11	7	7	4

B. Electronic Message Staging Area (EMSA)

1. Continue to work on EMSA2, including mapping new LOINC and ICD10-CM codes, integrating incoming labs, data processing, susceptibility panel result and reviewing logic for exceptions and errors.
2. Onboarded twenty-six new facilities for Electronic Case Reporting (eCR).

3. Continue reviewing and addressing SNOMED mapping issue for some HAI organisms.
4. Implemented a validation rule requiring a Collection Date when the report type is a lab test order.

5. ELRs and eCRs Volume:

ELRs	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026
Total Received	120,348	115,517	218,838	122,462	118,343	135,111	132,370	131,135	128,645	121645
Total Processed	121,033	115,884	224,642	122,260	117,087	135,038	152,490	127,198	127,322	134784
Under Review	725	1,461	809	752	1,039	1,421	2,420	6,876	3,598	3205
Event Updated	19,075	16,595	53,047	17,971	15,949	19,496	22,630	18,703	18,408	20325
Event Created	8,481	9,409	46,345	8,441	7,206	8,516	9,472	10,536	11,040	10601

eCRs	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026
Total Received	85,864	139,146	103,838	99,140	49,580	52,372	49,968	47,280	53,828	195745
Total Processed	233,966	52,141	35,319	165,472	100,899	49,846	45,993	44,829	58,061	122234
Under Review	1,158,275	1,241,940	1,303,566	113,708	84,776	87,028	90,631	93,220	106,893	150551
Event Updated	3,389	3,560	2,551	15,688	9,733	4,190	3,467	4,215	4,182	6041
Event Created	629	1,017	648	1,601	784	599	428	484	541	1297

C. Data Warehouse

1. Addressed issue with encounter-based formbuilder forms that return no record.
2. Identified and addressed an issue with repeating form field data, where duplicate rows were being generated. The records appeared identical in the database except for differences in responses and creation timestamps.

D. Pentaho Report

Pentaho Reports	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026
Updated	4	3	1	2	2	2	1	1	1	0
Created	1	1	0	0	0	0	1	0	0	0

E. Dashboard

1. Continued development of the wastewater dashboard, including alignment of ZIP codes with catchment areas and integration of hospitalization data.
2. Enhanced the respiratory dashboard by updating mortality metric definitions and hospitalization metrics.
3. Created a new eCW Claim Payment & CPT Summary report.

4. Enhanced the Claim Payment & Denial Summary report by adding CAS Codes, Claim Status Codes, and Claim Status Description filters, as well as new columns for Claim Status Code and Claim Status Description.
5. Plan the new power BI dashboard for PILLARS.

F. Southern Nevada Public Health Laboratory (SNPHL)

1. Provided ongoing support and maintenance for the Laboratory Information Management System (LIMS) supporting SNPHL operations.
2. Implemented auto verifications for C. auris and Quantiferon testing (TB).
3. Completed Orchard Harvest upgrade to Version 15.
4. Orders and Susceptibility updates to Carbapenamase Resistant Organisms (CRO).
5. Implemented a new Measles PCR testing.
6. Completed Fax Server upgrade.
7. SNPHL Requests:

SNPHL Requests	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026
Requests Completed	43	50	56	58	47	65	66
Requests Opened	44	48	67	56	50	60	72

G. Electronic Health Record (EHR) System

1. Maintain the system to support patient care and documentation, with configuration adjustments to enhance charting, reporting efficiency, and to accommodate new locations and services.
2. Completed Healthy Start Q1 Data Submission.
3. Completed Q/A Review of Clinical Rules Engine (CRE) with FQHC.
4. Resolved Steinberg Diagnostics Medical Imaging (SDMI) NPI mappings issue
5. Resolved issue with CRE Tobacco Rules.
6. Completed modifications to the Quitline Report for Office of Chronic Disease Prevention and Health Promotion
7. EHR Requests and Reports.

EHR Requests	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026
Requests Completed	18	49	29	22	22	27	29	30	33	31
Requests Opened	20	71	18	25	23	20	26	30	22	32

eCW Reports	July 2025	Aug 2025	Sept 2025	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026
FQHC	9	5	8	12	5	3	18	10	11	11
PPC	6	6	1	1	2	4	2	6	4	2

H. Clark County Coroner’s Office (CCCO)

1. Currently testing an orders/results interface with SNPHL to automate orders placement and results retrieval within the CCCO Case Management system.
2. Completed testing of Electronic Death Registration System (EDRS) integration.
3. Completed data requests:
 - a. Q1 2026 DEA reports

- b. 2025 EOY suicide counts
- c. Q1 2026 UMC Hospital deaths

I. Data Modernization Initiative (DMI)

- 1. Continued work on the Informatica data governance system implementation, including drafting use cases, loading the initial two domains into the business glossary, and completing the pre-kickoff sessions with internal teams.

J. National Syndromic Surveillance Platform/Electronic Surveillance System for the Early Notification of Community-Based Epidemics (ESSENCE)

- 1. Maintain and enhance syndromic surveillance feeds for new providers and future support.
- 2. Completed transition of HCA syndromic feed to the new SFTP server.

K. Other Projects

- 1. Maintain and enhance the iCircle web application, including user account support, site maintenance, data QA, and updates.
- 2. Conducted knowledge transfer on the Nevada state data request process to the Epidemiology team, enabling them to support NV data requests as subject matter experts.
- 3. Reviewed prenatal Hepatitis B screening results with the nursing team.
- 4. Participated in the kickoff meeting for the Overdose Prevention Process Improvement Project and discussed project deliverables and timelines.
- 5. Researched the current website workflow for requests related to testing strips, naloxone, and training, and reviewed reference sites to support UI workflow improvements for ODTA.
- 6. Collaborating with the Epi team to prepare the Public Record Request for 2025 vector data.
- 7. Continued work on switching the Vector data process from EnvisionConnect (EC) to Accela for vector surveillance.
- 8. Updated the communicable disease data extract to include additional demographic data fields, such as language and other relevant fields.
- 9. Ongoing NETSS condition list evaluation with NV State.
- 10. Provided GEPI 2024-2025 data, STD 2024-2025 data for State reconciliation.

L. National and State Meetings/Workshops

- 1. Statewide Syndromic Surveillance Monthly Workgroup.
- 2. PHAST Consortium Technical, Weekly Collaboration and Learning, and Manager Meetings.
- 3. PubHealthAI Collaborative Network.
- 4. CSTE/CDC Frontline Tools Year 2 Workgroup.
- 5. CDC Webinar: Update on the Data Modernization Implementation Center Program.
- 6. SNHD/NV/eHx IZ G Pilot.
- 7. TEFCA for Public Health – STLT Activities.
- 8. Cities LEAD National Network Kick-off Meeting.

Information Technology (IT)

Service Requests	Apr 2025	Apr 2026		YTD FY25	YTD FY26	
Service Requests Completed	1,110	996	↓	10,554	8,430	↓
Service Requests Opened	1,204	1,162	↓	11,846	9,470	↓

Information Services System Availability 24/7	Apr 2025	Apr 2026		YTD FY25	YTD FY26	
Total System	80.99	82.35	↑	82.52	84.56	↑

Total Monthly Work Orders by Department	Apr 2025	Apr 2026		YTD FY25	YTD FY26	
Administration	322	302	↓	2,830	2,405	↓
Community Health	90	53	↓	325	867	↑
Environmental Health	169	170	↑	1,670	1,410	↓
Primary & Preventive Care	217	195	↓	2,134	1,654	↓
Disease Surveillance & Control	154	122	↓	1,373	1,185	↓
FQHC	235	209	↓	2,209	1,409	↓
Other	13	38	↑	167	209	↑

First Call Resolution & Lock-Out Calls	Apr 2025	Apr 2026		YTD FY25	YTD FY26	
Total number of calls received	1,204	1,162	↓	11,846	9,470	↓

Workforce Team – Public Health Infrastructure Grant (PHIG)

PHIG Team

- Workforce engagements:
 - Monthly Position Review Committee cancelled for April 2026
 - Prepared the April 2026 Hiring Plan for submission to CDC
 - Participated in the Public Health Week Employee Breakfast and State of Public Health Address
 - Met with accountant of the PHIG A1 & A2 strategies to discuss budget revision for Year 4
 - Participated in the Consortium for Workforce Research in Public Health (CWORPH) webinar, re: Protecting the Core: Prioritizing Foundational Public Health Services Under Fiscal Constraint
 - Participated in the Center for Public Health Systems (CPHS) webinar, re: Introduction to Fiscal Austerity: Legal and Ethical Dimensions of Austerity
 - Participated in the PHWINS, through the de Beaumont Foundation Webinar re: From PH WINS to Action: Building Career Ladders as a Supervisor Confirmation
 - Participated in the CDC Response All-STLT Update Call Update, re: Public Health Emergency Preparedness; Public Health Alert For Frozen, Dinosaurs, Ready-To-Eat Chicken Nuggets Due To Traces of Lead, Updates in SARS-CoV-2 Genomics and the BA.3.2 Variant, and the Impact of the CureTB Program: Findings from a Recent Study

- Participated in the ASTHO Workforce webinar, re: Monthly Peer Networking
- Attended the National Conference for the National Network of Public Health Institutes in New Orleans, LA
- Fiscal review of Credit Card usage by PHIG Team; Reconciled/approved purchases

CDC Requirements

- Met with the currently assigned CDC Project Officer providing introductions, spend down, impact stories, and Q&A; Monthly meetings commence in May 2026
- Finalized, reviewed, and approved April monthly hiring plan for submission to the CDC
- Participated in the PHIG Primary Investigator Peer Network Monthly Call
- Receive approval of the Food Request form from CDC supporting the Enhanced Public Health Week events across the organization
- Received notification of new Grants Management Officer through GrantSolutions
- Reviewed, revised, and updated PHIVE per an unofficial Project Officer
- Met with CDC Reviewer to discuss PHIVE, technical review, and challenges with the instructions and expectations – all issues resolved

Performance Management

- Composed the Strategic Plan for presentation to the Board. This included assembling work of all Divisions as recorded in the dashboard system and the Performance Management/Quality Improvement Plan. The work was organized to facilitate demonstration of Public Health Accreditation Board (PHAB) standards and measures for the SNHD Reaccreditation cycle beginning in January 2027. 12 team hours. Administrative (Admin.) hours: 6.
- Attended virtual workshop from Stanford Design School around application of AI in government work. 2 team hours.
- Designed RFP for change management training for SNHD leaders. Speaking with vendors and District leadership led to a refinement of the requirements and participant audience for a new RFP for a workshop in the summer of 2026. 5 team hours. Admin. hours: 3
- Consulted with Community Health on wellness training and measurement for SNHD leaders. 1 hour.
- Chaired monthly Performance Management/QI Team meeting with assignments for the annual review of strategic plan activities. 2 team hours + 1 Admin. hour.
- Began a weekly Cornell course in Public Health Essential Leadership including learning around analysis and development of policy. 16 team hours.
- Continued Leadership Pipeline course from Region 9 Public Health Training Center at ASU-Tempe. Weekly course will finish in May, 2026. 9 team hours.
- Began coordination of NACCHO Forces of Change Survey. Team hours: 2. Admin hours: 3.
- Began coordination of BCHC (Big Cities Health Coalition) Cost and Capacity survey. Partnering with Univ. of Minnesota researchers and several BCHC member-agencies to apply this tool to our agency compared to others of similar size and scope. Collaboration to establish benchmarks against our own data can help SNHD evaluate staffing levels against capacity and needs with both the current and future states. Estimated teamwork between April and June is 125 hours. Team hours this month: 6.
- Participated as panel member and facilitator for the NACCHO (National Assoc. of County and City Health Officials) 4-hour Change Management Symposium. Team hours 6. Admin hours: 2.

Quality Improvement

- FQHC Appointment Utilization project work and team meeting. 6 team hours. Admin. hours: 2

- Presented and gathered feedback with the Health Executive Committee (HEC) on the quality project work in the Vital Records office since the HEC Gemba Walk in February. The definition of needs sparked from this Gemba Walk were significant in project work to reduce turnaround time on birth and death certificates. 10 team hours. Admin. hours: 1
- Designed and facilitated a workshop for Community Health Educators on MUDA (finding and eliminating as much waste as possible). This request came from a participant in the Lean Six Sigma Yellow Belt certification class for leaders. 4 team hours. Admin. hours: 1.
- Provided preceptorship to 14 CSN Bachelor of Nursing Students in QI projects. Facilitation time: 15 hours. Admin. hours: 17. Ten additional students were assigned to the Chronic Care Management and Healthy Start programs for their 8-week course. These students delivered research, observation data, and perspective/design of materials to be made available to patients, providers, and stakeholders.
- Continued work on the Hepatitis B Vaccine at Birth project. Research including time at the NNPHI (National Network of Public Health Institutes) annual conference with multiple sessions addressing vaccine hesitancy. Team hours: 11.
 - Additional hours learning about Point of Care Testing and use of AI in Public Health. Team hours: 10.
- Instructional design for a 2-hour facilitated training on Personal Emotional Connection for Community Health Workers in the Healthy Start program. Team hours: 6. Admin hours: 1.

PHAB Reaccreditation

- Submitted the PHAB Reaccreditation Readiness Assessment for review by PHAB evaluators. 2 admin. hours.
- Coached a team on presentation of their PHAB submission regarding ethical policy. 2 team hours.

PHIG

- Budget calculations and planning for project work. 3 team hours.
- Purchasing Card admin. hours: 2
- Total administrative time spent on Quality improvement, Accreditation, and Performance Management: 41 hours

Appendix A – Office of Communications

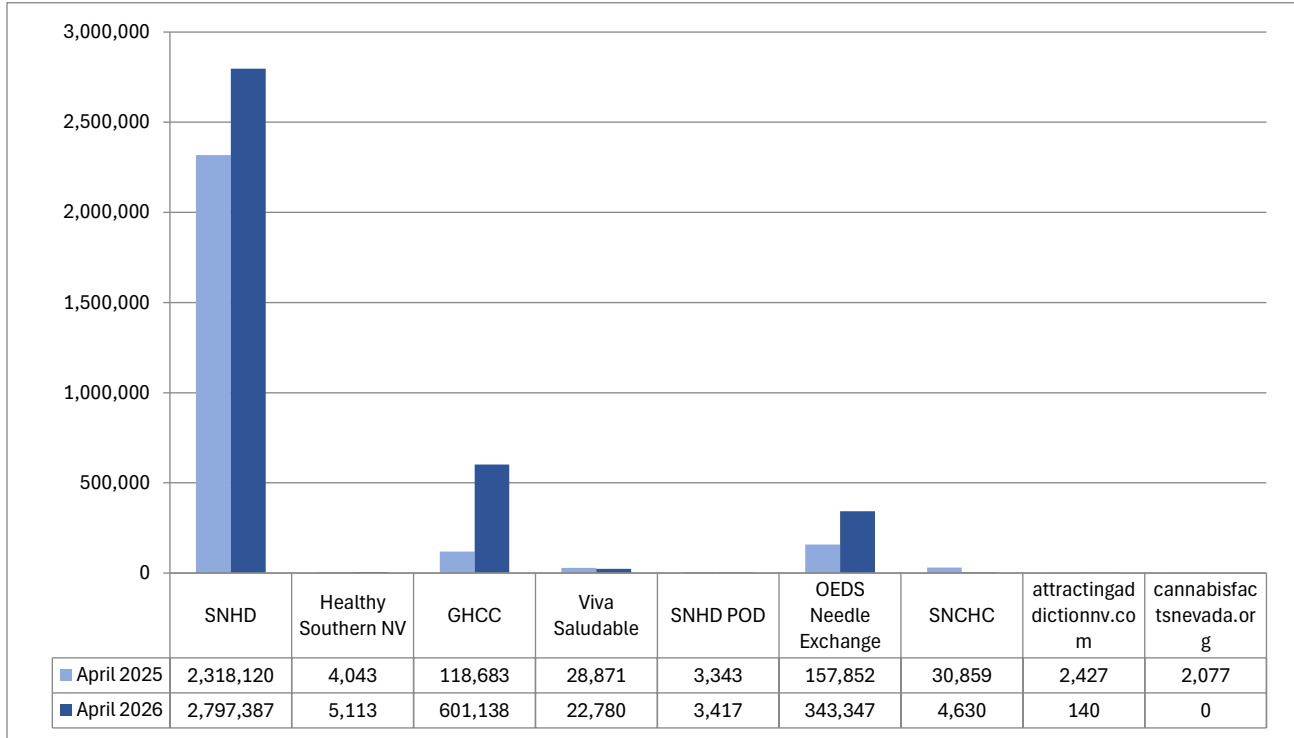
Media, Collateral and Community Outreach Services:

Media – Digital/Print Articles
Media - Broadcast stories
Collateral - Advertising/Marketing Products
Community Outreach - Total Volunteers¹
Community Outreach - Volunteer Hours

	Apr 2025	Apr 2026		YTD FY25	YTD FY26	
Media – Digital/Print Articles	29	40	↑	310	290	↓
Media - Broadcast stories	89	58	↓	921	836	↓
Collateral - Advertising/Marketing Products	15	22	↑	200	169	↓
Community Outreach - Total Volunteers ¹	8	10	↑			
Community Outreach - Volunteer Hours	576	1,140	↑	6,454	4,852	↓

¹Total volunteer numbers fluctuate from month to month and are not cumulative.

Monthly Website Page Views:



-The cannabisfactsnevada.org page views are temporarily inaccessible while it is moved to Cloudflare.

Social Media Services		Apr 2025	Apr 2026		YTD FY25	YTD FY26
Facebook SNHD	Followers	13,607	13,782	↑	N/A	N/A
Facebook GHCC	Followers	6,113	6,096	↓	N/A	N/A
Facebook SHC	Followers	1,629	1,599	↓	N/A	N/A
Facebook Food Safety	Followers	177	175	=	N/A	N/A
Instagram SNHD	Followers	5,123	5,789	↑	N/A	N/A
Instagram Food Safety	Followers	536	0	=	N/A	N/A
Instagram GetHealthyCC	Followers	288	375	↑	N/A	N/A
Instagram @Ez2stop	Followers	150	157	↑	N/A	N/A
X (Twitter) EZ2Stop	Followers	418	409	↓	N/A	N/A
X (Twitter) SNHDflu	Followers	1,757	1,725	↓	N/A	N/A
X (Twitter) Food Safety	Followers	100	100	↓	N/A	N/A
X (Twitter) SNHDinfo	Followers	9,996	9,885	↓	N/A	N/A
X (Twitter) TuSNHD	Followers	343	333	↓	N/A	N/A
X (Twitter) SoNVTraumaSyst	Followers	122	119	↓	N/A	N/A

Social Media Services		Apr 2025	Apr 2026		YTD FY25	YTD FY26
Threads SNHD	Followers	71	1,022	↑	N/A	N/A
TikTok @Ez2stop	Views	44	53	↑	N/A	N/A
TikTok SNHD	Views	214	472	↑	N/A	N/A
YouTube SNHD	Views	171,643	905,138	↑	1,878,865	3,193,597
Note: Facebook, Instagram and X (Twitter) numbers are not cumulative. Instagram Food Safety account deleted April 2026.						

Appendix B – Finance – Payroll Earnings Summary – March 28, 2026 to April 10, 2026

PAYROLL EARNINGS SUMMARY
March 28, 2026 to April 10, 2026

	Pay Period	Calendar YTD	Fiscal YTD	Budget 2026	Actual to Budget	Incurred Pay Dates to Annual
PUBLIC HEALTH & PREVENTATIVE CARE	\$ 328,606.14	\$ 2,554,717.19	\$ 6,781,442.47	\$ 9,195,237.18	74%	
ENVIRONMENTAL HEALTH	\$ 660,540.17	\$ 5,318,380.37	\$ 14,028,675.79	\$ 17,951,295.42	78%	
COMMUNITY HEALTH	\$ 307,954.37	\$ 2,495,338.23	\$ 6,739,087.01	\$ 9,910,529.22	68%	
DISEASE SURVEILLANCE & CONTROL	\$ 336,747.65	\$ 2,682,472.47	\$ 7,638,039.40	\$ 10,671,639.69	72%	
FQHC	\$ 341,593.34	\$ 2,759,005.82	\$ 7,316,274.96	\$ 11,060,800.45	66%	
ADMINISTRATION W/O ICS-COVID	\$ 647,855.05	\$ 5,290,474.32	\$ 13,703,656.16	\$ 15,657,123.65	88%	
TOTAL	\$ 2,623,296.72	\$ 21,100,388.40	\$ 56,207,175.79	\$ 74,446,625.61	75%	81%

FTE	799					
Regular Pay	\$ 2,295,800.25	\$ 16,868,647.12	\$ 45,427,535.21			
Training	\$ 5,446.94	\$ 14,875.05	\$ 84,310.29			
Final Payouts	\$ -	\$ 124,238.29	\$ 550,447.40			
OT Pay	\$ 11,846.76	\$ 105,824.09	\$ 376,805.46			
Leave Pay	\$ 274,140.35	\$ 3,700,580.04	\$ 8,515,400.83			
Other Earnings	\$ 36,062.42	\$ 286,223.81	\$ 1,252,676.60			
TOTAL	\$ 2,623,296.72	\$ 21,100,388.40	\$ 56,207,175.79			

BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT
March 28, 2026 to April 10, 2026

Overtime Hours and Amounts

Comp Time Hours Earned and Value

ADMINISTRATION

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Urena, Maite		11.00	375.32	Duque, Armando	3.00	122.96
Kuahiwinui-McGuire, Brandon		3.00	107.64	Huerta, Fatima	7.50	161.80
Ines, Heinrich		3.00	99.77	Anguiano, Cristina	1.80	46.55
Murphy, Melissa		0.25	9.94			
Sanabria, Luis		12.00	388.32			
Herrera Ortiz, Maria		3.50	132.24			
Total Administration		32.75	1113.23		12.30	331.31

COMMUNITY HEALTH SERVICES

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Alford, Camille		4.00	195.24	Alford, Camille	0.76	24.73
Englis, Terence		2.50	110.13			
Englis, Terence	SHFC3526 NO M	-2.50	-110.13			
Mapote, Crisnan		2.50	110.13			
Mapote, Crisnan	SHFC3526 NO M	-2.50	-110.13			
Fejeran, Renee		2.50	157.61			
Fejeran, Renee	SHFC3526 NO M	-2.50	-157.61			
Total Community Health Services		4.00	195.24		0.76	24.73

FQHC-COMMUNITY HEALTH CLINIC

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Avalos, Mayra		-2.63	-183.68	Avalos, Mayra	2.63	122.44
Avalos, Mayra	FP_26 NO MILEA	2.63	183.68	Valdes-Ayala, Beatriz	1.88	53.87
Medina, Mirelly		1.50	66.08			
Romero, Esther		0.50	23.22			
Mendoza, Maria Katrina		0.50	34.92			
Mendoza, Maria Katrina	FP_26 NO MILEA	0.50	35.80			
Manaloto, Xcelza		0.50	35.80			
Manaloto, Xcelza	FP_26 NO MILEA	0.50	35.80			
Mena, Crystal		0.50	15.81			
Total FQHC-Community Health Clinic		4.50	247.43		4.51	176.31

PUBLIC HEALTH & PREVENTIVE CARE

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Garcia, Ruby		6.50	221.78	Espenilla, Marko Ruky	13.50	307.07
Total Public Health & Preventative Care		6.50	221.78		13.50	307.07

ENVIRONMENTAL HEALTH

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Hall, Nancy		10.00	753.72	Brounstein, Jodi	4.13	187.39
Harris, Sheila		11.00	580.08	Choi, Jessica	1.88	69.52
Schamaun, Kris		12.00	632.80	Diaz-Ontiveros, Luz	5.25	184.57
Sheffer, Thanh		7.00	476.42	Sabandith, Vetahya	3.76	132.19
Ortiz-Rivera, Vanessa		8.50	578.49	Ross, Alyssa	3.00	95.18
Pontius, Kevin		3.00	198.85	Constanza, Katherine	0.75	25.05
Lucas, Brianna		2.50	161.72	Gonzalez, Kimberly	0.75	24.40
Moreno, Kristina		5.00	307.40	Castro, Alexandra Mia	1.50	44.05
Martens, Gary		0.75	42.67			
Choi, Jessica		-1.88	-104.28			
Choi, Jessica	FDILL_25	1.88	104.28			
Darang, Chase		3.25	175.62			
Rakita, Daniel		10.00	527.34			
Diaz-Ontiveros, Luz		15.25	804.20			
Michel, Guillermo		7.25	382.32			
Calzado, Neil		11.50	606.45			
Jones, Mallory		3.25	171.39			
Thein, Kelsey		2.25	118.65			
Wells, Jordan		13.25	698.73			
Craig, Jill		0.50	25.67			
Bidinger, Joy		3.50	179.72			
Hall, Alyssa		0.25	12.20			
Gonzalez, Kimberly		1.00	48.81			
Hernandez, Lilian		1.00	46.43			
Herrera, Carlos		1.75	81.26			
Jones, Jalen		4.50	208.94			
Roberts, Jamie		2.50	116.08			
Nwaonumah, Nosa		4.50	208.94			
Hernandez, Abel		5.00	232.16			
Gonzalez, Jorge		4.25	192.21			
Total Environmental Health		154.50	8569.27		21.02	762.35

DISEASE SURVEILLANCE & CONTROL

<u>Employee</u>	<u>Project/Grant Charged to</u>	<u>Hours</u>	<u>Amount</u>	<u>Employee</u>	<u>Hours</u>	<u>Value</u>
Johnson, Monique	HV2PRV25	5.00	315.22	Raman, Devin	5.63	282.90
Ewing, Tabitha	HV2PRV25	6.50	430.85			
Alvarez, Jeffrey	HV2PRV25	5.50	218.65			
Washburn, Kacie	HV2PRV25	6.50	286.35			
Viote, Angeles	HV2PRV25	5.50	248.74			
Total Disease Surveillance & Control		29.00	1499.81		5.63	282.90

Combined Total		231.25	11846.76		57.72	1884.67
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Memorandum

Date: May 28, 2026

To: Southern Nevada District Board of Health

From: **Xavier Gonzales, PhD, Community Health Director**
Cassius Lockett, PhD, District Health Officer

Subject: Community Health Division Monthly Activity Report – April 2026

I. OFFICE OF CHRONIC DISEASE PREVENTION & HEALTH PROMOTION (OCDPHP)

A. Chronic Disease Prevention Program (CDPP)

The 2026 **Pop-Up Produce Stands** launched in March. A total of twelve (12) Pop-Up Produce Stands are planned throughout this year. In addition to accepting cash, credit, debit and SNAP, this year the Pop-Up Stands will also accept and offer the Double Up Food Bucks Program (DUFB) and Senior Farmers Market Nutrition Program coupons. The Nevada Department of Welfare and Supportive Services' (DWSS) SNAP Outreach Team also participates in the Pop-Up Stands to assist clients with issues regarding SNAP benefits. The Pop-Up Stands are a collaboration between SNHD, The Regional Transportation Commission of Southern Nevada (RTC), and Prevail Marketplace and are held at the Bonneville Transit Center. In March:

- 331 pounds of produce was sold.
- 22% of all transactions were SNAP transactions (DUFB eligible)
- Over 100 people were provided technical assistance by the DWSS SNAP Outreach Team.

OCDPHP staff are working with **The Just One Project (TJOP)** to implement the **Supporting Wellness at Pantries (SWAP) program** in all five (5) of their food pantries. In March, TJOP adopted a nutrition standards policy for their food pantries that is in alignment with the Healthy Eating Research guidelines for the charitable food system. We are working with TJOP to develop educational materials for their pantries and implement the SWAP program.

Our team developed and launched a new online **Diabetes Prevention Program** in English and Spanish called **"Walking Together: Preventing Diabetes"**. The online course provides information

and education to reduce the risk of developing type 2 diabetes. The program can be found on our Get Healthy (English) and Viva Saludable (Spanish) websites.

A news release has been issued promoting **Diabetes Alert Day** and available resources including DSMES classes and the new online prevention program, Walking Together: Preventing Diabetes. SNHD staff facilitated two (2) DSMES classes in March reaching thirteen (13) people.

SNHD staff developed and sent the **Healthy Headlines e-newsletter** with information on Chronic Disease Prevention programs, resources, and services. The quarterly newsletter was sent in March. It was delivered to 6,728 emails and had a 33% open rate. The next quarterly newsletter will be sent in June.

OCDPHP representatives presented at the **Healthy Habits Youth Conference** to over 60 participants. Information on chronic disease programs and resources, including 5210 guidelines was shared with participants.

Staff and partners provided **free blood pressure screening, education, and referral** at four (4) community screenings in March held at places of faith, community gardens, and schools. Over 40 people were screened and six (6) were referred to appropriate community and healthcare resources.

Team OCDPHP provided refresher training on the **Pressure Point Challenge** with Barber Shop Health Outreach Program (BSHOP) and Beauty Shop Health Outreach Program (BeSHOP) owners, barbers, and stylists. Pressure Point Challenge materials were also shared with BSHOP and BeSHOP locations. The Pressure Point Challenge, an engagement challenge for BSHOP and BeSHOP locations, will kick off in April and run through June.

B. **Tobacco Control Program (TCP) Update**

TCP staff partnered with the Nevada Cancer Coalition on a **campaign to reach tobacco retailers to In Nevada**, reminding them about the importance of checking identification for all tobacco sales and associated penalties for selling tobacco to minors. Educational postcards were direct mailed to over 2,100+ tobacco retailers across Nevada. This campaign will include a series of three postcards that will be mailed over the next few months.

SNHD staff developed the **new youth-led initiative called “Vive Real”** to support culturally and linguistically relevant tobacco prevention messaging among Hispanic and Latino high school students. Vive Real’s goal is to increase awareness about the health risks associated with vaping and nicotine addiction while promoting tobacco-free lifestyles and cessation resources at youth events. Vive Real participated in two (2) events in March at Rancho High School and Matter Academy East, reaching over 800 teens.

Team TCP participated in the **College of Southern Nevada (CSN) Health and Wellness Fair** in March to increase awareness about the benefits of a tobacco-free campus policy. Staff

distributed informational sheets about the “CSN: Time is Now” initiative to encourage voluntary tobacco-free campus policy adoption. In addition, available tobacco cessation resources were promoted to help people who smoke quit. Also, staff continued coordination with the **SNHD Youth Advisory committee (YAC)** to collect photo pledges from their peers to show support for the tobacco-free campus initiative. To date, over 1,300+ photo pledges have been collected from Southern Nevada teens. The YAC students will display all photo pledges on the CSN campus for an educational outreach event on April 28th.

SNHD staff participated in a **Resident Lunch and Learn** at Nevada HAND’s Rome Pines Senior Apartments in March. The presentation highlighted the health and safety benefits of smoke-free housing policies, the harmful effects of secondhand smoke exposure, particularly among older adults. Staff provided residents with educational materials and information about available tobacco and vape cessation resources to support those interested in quitting. The event was attended by fifteen (15) residents and property staff.

TCP Staff presented to the **Nevada Attorney General Substance Use (SURG) response Workgroup on Prevention** in March. The presentation included information on the current tobacco and cannabis prevention funding landscape and provide recommendations and best practices for Nevada. The goal of the SURG Workgroup is to develop recommendations to improve Nevada’s substance use prevention and response efforts.

II. OFFICE OF EMERGENCY MEDICAL SERVICES & TRAUMA SYSTEM (OEMSTS)

A. Regional Trauma Advisory Board (RTAB)

The RTAB is an advisory board with the primary purpose of supporting the Health Officer’s role to ensure a high-quality system of patient care for the victims of trauma within Clark County and the surrounding areas. The RTAB makes recommendations, and assists in the ongoing design, operation, and evaluation of the system from initial patient access to definitive patient care.

The Board reviewed nominations from the RTAB Nominating Committee, reviewed 4th Quarter 2025 trauma data, and voted to not pass a motion to support St. Rose Siena’s application to upgrade to a level II trauma center.

B. Drug/Device/Protocol Committee (DDP)

The DDP Committee assists the OEMSTS, the Medical Advisory Board (MAB), and the QI Directors Committee in researching, developing, and editing new and existing protocols. Members include volunteer representatives from permitted agencies, receiving hospitals, and individuals involved with the training of EMS professionals.

The Committee continued reviews of new pediatric respiratory protocols, including the introduction of non-invasive positive pressure ventilation (NIPPV) for pediatric patients.

C. Medical Advisory Board (MAB)

The primary mission of the MAB is to support the Health Officer’s role to ensure quality patient

care within the EMS system by making recommendations and assisting in the ongoing design, operation, and evaluation of the EMS system from initial patient access to definitive patient care. The members include: 1) One (1) medical director of each firefighting/franchised agency; 2) One (1) operational director of each firefighting/franchised agency; 3) Chairman of the Regional Trauma Advisory Board; and 4) An employee of the District, whose duties relate to the administration and enforcement of EMS Regulations as an ex-officio member.

The Board heard reports from the DDP committee and participated in a presentation on the Southern Nevada Post Overdose Response Team (SPORT).

D. OEMSTS – April 2025 / 2026 Data

April EMS Statistics	Apr 2025	Apr 2026		Mo. Fiscal Average 2025-2026
Total certificates issued	90	88	↓	208
New licenses issued	37	82	↑	81
Renewal licenses issued (recert only)	6	6	=	108
Driver Only	59	48	↓	60
Active Certifications: EMT	914	1,034	↑	1,008
Active Certifications: Advanced EMT	1,852	1,838	↓	1,740
Active Certifications: Paramedic	2,162	2,330	↑	2,100
Active Certifications: RN	81	90	↑	80

III. OFFICE OF PUBLIC HEALTH PREPAREDNESS (OPHP)

A. Planning and Preparedness

Ongoing/Continuing Activities

(Emergency Planning & Preparedness)

1. Continued review and revision of:
 - a) Community Reception Center
 - b) BioWatch
 - c) Recovery Annex
 - d) Medical Countermeasures Annex
 - e) SNHD Continuity of Operations Plan – Essential Records/Resources
2. Completion & Approved Plans
 - a) SNHD Continuity of Operations Plan
 - b) Emergency Operations Plan (EOP)
3. State and Local Community Working Group meetings and OPHP Participation
 - a) Monthly State of Nevada Division of Public and Behavioral Health Public Health Preparedness Strategic Plan Subcommittees (Required Activity under federal grants)

- i. Resources & Supply Chain Work Group
 - ii. Health Equity Work Group
4. Monthly SNHD Meetings
 - a) Central Safety Committee
 - b) Joint Labor Management Committee
 - c) Policy Committee (Manager)
 - d) Institutional Review Committee
 - e) Resort Emergency Management Working Group

B. Training, Exercises, and Public Health Workforce Development

Attended Trainings and Events Activities

1. Isotope Crossroads TTX sponsored by DOE/NNSA and Las Vegas FBI/WMD on April 15th at the Renaissance Las Vegas.
2. OPHP trainer attended Faith Luthern School EOP Development Committee.
3. Our team attended a Lithium-Ion Battery Training.
4. Staff attended the Southern Nevada Extreme Heat Summit on April 29th.
5. OPHP Manager, Supervisor, and MRC Coordinator attended the NACCHO Preparedness Summit April 13th – 16th.

Ongoing/Continuing Activities

1. OPHP continues to support the City of Las Vegas with provision of ICS 300/400/G191 training schedule. ICS 300 was provided on April 7th – 9th for 26 students at the Clark County Fire Station 18.
2. A CPR course and skills training was provided April 8th for six (6) SNHD staff at the SNHD Decatur location.
3. Our trainer presented Fundamentals of Threats and Hazard modules to 25 students attending week two (2) at the National Emergency Management Basic Academy at ARMOR Training Center on April 13th - 14th.
4. Trainer supported Medical Emergency Response Team Training for six (6) staff on April 27th at the Decatur campus and nine (9) staff at Fremont PHC on April 28th.
5. The Senior Planner and Manager participated in Lower Colorado Dams Office Emergency Action Plan Functional Exercise.
6. Senior Planner and PHP Technician attended Basic Academy Phase II (L0102 and L0103).
7. Planners executed the Radiation CRC Game on April 22nd. Eighteen SNHD staff members from various departments attended. The game was well received and provided a general awareness of CRC operations.
8. OPHP staff attended the RTC / SNS Heat Summit on April 29th.
9. Planner met with City of Henderson Emergency Management to discuss conducting a Radiation Workshop on July 29th.
10. Bio Functional Exercise Initial Planning Meeting was held on April 30th.

Upcoming Training and Exercise Events

1. Trainers continue to update the training calendar for 2026 course offerings to include Introduction to Radiological/Nuclear WMD Operations AWR-140, ALERTT Civilian

Response to Active Assailant, Response to Bombing Incidents and ICS Position Specific Training. Upcoming RBI course is scheduled for June 17th at Decatur.

2. Our Manager, Supervisor, and Planner are working with Desert Research Institute and other jurisdictional partners to conduct an Extreme Heat TTX scheduled for May 18th.

C. Southern Nevada Healthcare Preparedness Coalition (SNHPC)

Ongoing/Continuing Activities

1. SNHPC held its monthly meeting. Supervisor, Senior Planners, and Planners attended.
2. OPHP Planners attended the Emergency Management Committee meetings for UMC.
3. Our Senior Planners, Planners, Clinical Advisor, and Trainer will begin reviewing and updating the Information Sharing Plan, Med Surge Support Plan, Recovery Plan, and Resource Management Plan.
4. MCI Surge Bags will continue to be distributed at the May 7th meeting.
5. SNHPC members participated in the NDMS FCC initial planning meeting.
6. SNHPC members participated in the review of the HVA/Updated THIRA.
7. Senior Planner, Planner, and Clinical Advisor began planning for the SNHPC August retreat – Extended Downtime Health Care Delivery Impact.
8. Hazard Vulnerability Analysis (HVA) committee convened to review Threat & Hazard Identification and Risk Assessments (THIRA). Update resulting in “monitoring notations” to current HVA.

New/Upcoming Activities

1. Ongoing coordination for the 2026 TEEX trainings:
 - a) Medical Management of Chemical, Biological, Nuclear and Explosive (CBRNE) Events PER-211 August 26th – 27th, hosted by City of North Las Vegas (NLV City Hall).
 - b) Pediatric Disaster Response and Emergency Management MGT-439 October 7th – 8th, hosted by Dignity Health Siena Campus.
2. SNHD Office of Communications/Public Information presentation remains on agenda for July SNHPC meeting.
3. The Cybersecurity healthcare presentation by a CISA representative at the SNHP meeting will be rescheduled later this year due to Federal Government shutdown.
4. OPHP staff will plan to observe NNSA's first Mass Casualty Transportation drill on May 6th at Mercury, NV.

D. PHP Technician and N-95 Fit Testing

1. Nineteen SNHD Employees were FIT tested for personal protective equipment during the month of April.

E. Fusion Center Public Health Analyst

Ongoing/Continuing Activities

1. Disseminated public health Information between SNHD and the Southern Nevada Counter Terrorism Center (SNCTC) in April.

2. Analyst provided public health input for threat assessments on special events of local significance including conventions and sports events.
3. Monthly, our analyst continues to provide weekly verbal public health briefings during the SNCTC collaboration meetings.
4. The OPHP analysts continue to participate in weekly Counter Terrorism Analytic Group (CTAG) meetings.
5. Aided law enforcement agencies during investigation of biologicals in a residential area.
6. Our analyst continues to develop appropriate connections to increase communication between SNHD, SNCTC and its partner organizations.
7. Collaborating with five (5) surrounding fusion centers on areas of public health concern for production of monthly joint public health bulletins.
8. The OPHP Analyst contributes to a public health section to the Nevada Annual Threat Assessment.

F. Grants and Administration

Ongoing/Continuing Activities

1. The manager continues to monitor grant deliverables and budgets for FY 2026 with the State of Nevada Division of Public and Behavioral Health (DPBH).
2. Our manager continues to represent the Community Health Division management on various SNHD working group committees and initiatives.
3. The OPHP Manager and Supervisor completed FTE worksheets and budgets for FY2027. Manager has also completed 2nd Budget Augmentation supporting documentation.
4. OPHP Manager continues to reduce physical inventory of miscellaneous stockpiled preparedness resources and transfer of excess grant purchased surplus property to community partners for use.
5. FY2027 scopes of work were completed and submitted to DPBH.

G. Medical Reserve Corps (MRC) of Southern Nevada

1. MRC Coordinator attended SNHPC meeting, planned training and activities for upcoming months, sent out newsletters, and continued to recruit and deactivate volunteers, and attended NACCHO Preparedness Summit.
2. MRC Volunteers provided a first aid station at the Walk MS fundraiser in Sunset Park.
3. MRC Volunteers distributed preparedness and clinic information at the Neighborhood Block Party at Davis Park.
4. MRC hosted Psychological First Aid training at UNR Cooperative Extension campus for MRC and CERT volunteers, SNHD employees, and one state employee (only MRC hours are counted in the table).

MRC Volunteer Hours FY2026 Q2

Activity	April	May	June
Training	42		
Community Event	12		
SNHD Clinic			
Emergency Deployment			
FY2026 Total Hours	54		
FY2026 Economic Impact	\$1,956.42		
FY2025 Total Hours	39		
FY2025 Economic Impact	\$1,535.86		

Source: Department of Labor Economic Value Calculator for medical volunteers. For general volunteer help, which is most of the time, the Independent Sector calculates the value of volunteer time and publishes it each year. Current amount is \$34.79. <https://independentsector.org/research/value-of-volunteer-time/>(Economic impact rates updated April 2025):

IV. VITAL RECORDS

- A. April is currently showing a **23% decrease in birth certificate** sales in comparison to April 2025. **Death certificate** sales are currently showing a **5% decrease** in comparison to April 2025. SNHD received revenues of \$29,315 for birth registrations, \$22,503 for death registrations; and an additional \$6,926 in miscellaneous fees.

COMMUNITY HEALTH Vital Statistics Program – Fiscal Year Data

Vital Statistics Services	Apr 2025	Apr 2026		Yr Average
				04/2025- 04/2026
Births Registered	2,213	1,585	↓	1,969
Deaths Registered	1,805	1,794	↓	1,765
Fetal Deaths Registered	16	23	↑	15

	Apr 2025	Apr 2026		Yr Average 04/2025- 04/2026
Vital Statistics Services				
Birth Certificates Sold (walk-in)	9	N/A		-
Birth Certificates Mail	150	77	↓	109
Birth Certificates Online Orders	4,226	3,242	↓	3,708
Birth Certificates Billed	135	145	↑	120
Birth Certificates Number of Total Sales	4,520	3,464	↓	3,948
Death Certificates Sold (walk-in)	21	N/A		-
Death Certificates Mail	206	99	↓	150
Death Certificates Online Orders	8,445	8,128	↓	7,818
Death Certificates Billed	41	50	↑	47
Death Certificates Number of Total Sales	8,713	8,277	↓	8,032

	April 2025	April 2026		Yr Average 04/2025- 04/2026
Revenue				
Birth Certificates (\$25)	\$113,000	\$86,600	↓	\$98,698
Death Certificates (\$25)	\$217,825	\$206,925	↓	\$200,796
Births Registrations (\$13)	\$37,830	\$29,315	↓	\$33,105
Deaths Registrations (\$13)	\$25,038	22,503	↓	\$22,680
Convenience Fee (\$2)	\$8,376	\$6,472	↓	\$7,564
Miscellaneous Admin	\$813	\$454	↓	\$605
Total Vital Records Revenue	\$402,882	\$352,269	↓	\$363,448

COMMUNITY HEALTH Passport Program – Fiscal Year Data

B. PASSPORT SERVICES – Passport Services is appointment only.

	Apr 2025	Apr 2026		Yr Average 04/2025- 04/2026
Applications				
Passport Applications	739	728	↓	719
Revenue				
Passport Execution/Acceptance fee (\$35)	\$25,865	\$25,480	↓	\$25,173

V. HEALTH EQUITY

Health Equity Program – April Highlights

The Health Equity Program continues to strengthen community partnerships and collaborations aimed at increasing the capacity of local communities to address health disparities.

Key Activities in April:

1. Youth Advisory Council (YAC - SPARK)

A. On April 1st, SNHD's youth advisory council SPARK (Students Promoting Awareness, Responsibility & Knowledge) completed their twelfth meeting. The focus of meeting was a workshop on Cultural Humility as it relates to healthcare. YAC members also participated in an introspection exercise exploring personal strengths and characteristics and how these could influence or inform their decision to pursue a career in public health.

2. Health Disparities and Health Inequities Workgroup

A. April 28th, SNHD's youth advisory council SPARK (Students Promoting Awareness, Responsibility & Knowledge) participated Tobacco-Free Media Day at the College of Southern Nevada West Charleston Campus as part of their involvement in the CSN project "The Time is Now." The Time is Now project is the group selection for their end of year project; and it consists of a selected by the Advisory Board and it consists of photo project advocating for a 100% tobacco-free College of Southern Nevada (CSN) campus. Media Day participation provided YAC members with a meaningful, hands-on experience in youth advocacy, media production, and public health messaging.

VI. SOUTHERN NEVADA PUBLIC HEALTH LABORATORY (SNPHL)

A. Clinical Testing: Key Updates

1. SNHD Nursing Division Support

SNPHL provides laboratory services to the SNHD Nursing Division, including:

- a) Molecular and microbiological culture testing
- b) Sexually Transmitted Disease (STD) diagnostics

2. STD Surveillance and Testing

SNPHL collaborates with the SNHD STD Department in the following activities:

- a) Participation in the CDC's Gonococcal Isolate Surveillance Project (GISP) and the enhanced GISP (eGISP).
- b) Performing NAAT (Nucleic Acid Amplification Test) and culture testing for *Neisseria gonorrhoeae* isolates, which are submitted to reference laboratories for antimicrobial susceptibility testing.

- c) Participation in eGISP Part B to expand culture-independent testing for antimicrobial resistance genes in gonococcal isolates.
- d) A detailed breakdown of monthly sample volumes provided on the accompanying table (RPR - Rapid Plasma Reagin):

Test Name	Monthly Count	Avg Year to Date
GC Cultures	28	25
NAAT NG/CT	1,802	1,647
Syphilis	786	737
RPR/RPR Titers*	132/35	128/44
Hepatitis Total	2744	2,443
HIV/differentiated	708/10	655/16
HIV RNA	125	129

*= RPR / RPR Titers refer to tests used to screen for and monitor syphilis; RPR = Rapid Plasma Reagin

3. COVID-19 Testing Operations

- a) SARS-CoV-2 PCR testing is performed exclusively on the KingFisher Flex platform exclusively.
- b) SNPHL maintains a testing capacity of 2,000 tests per day, with a turnaround time (TAT) of less than 48 hours.
- c) In April, the average daily testing volume was six (6) samples, with an average TAT of 48 hours from collection to report release.
- d) IT enhancements include streamlined patient accession and direct report verification from SNPHL's Laboratory Information Management System (LIMS) into the SNHD patient portal.
- e) High-throughput automation has been incorporated, including the Eppendorf 5073 specimen fluid handling station.

A detailed summary of COVID-19 testing volumes and performance metrics provided in the accompanying table:

Month	# PCR & NAAT/#POS	Month	# PCR & NAAT/#POS
January	359/13	July	
February	298/11	August	

	Shigella Serotype	1	2	3	0									6
STEC	STEC Screen	5	1	2	7									15
	STEC Serotype	1	2	2	0									5
Unknown	Stool Culture	1	5	0	2									8
Vibrio	Vibrio ID	2	0	0	4									6
	Vibrio Screen	3	0	1	4									8
Yersinia	Yersinia Culture/ID	0	1	1	0									2

B. Epidemiological Testing and Consultation - Key Updates:

1. Outbreak Investigation Committee Participation

SNPHL actively participates in the SNHD Outbreak Investigation Committee and the Foodborne Illness Taskforce. There was one (1) gastrointestinal (GI) outbreak sample received for investigation in April.

2. Influenza Surveillance Reporting

SNPHL continues to report influenza testing results to the CDC’s National Respiratory and Enteric Virus Surveillance System (NREVSS). In April, SNPHL performed 32 respiratory panel tests using the BioFire platform.

C. Emergency response and reportable disease isolate testing report - Key Activities and Capabilities:

1. Reportable Disease Isolate Testing and Confirmation

SNPHL performs reportable disease isolate testing and confirmation. Isolates submitted by local laboratories are serotyped and/or confirmed by Whole Genome Sequencing; stored on-site; and results reported and/or samples submitted to CDC through various national programs; Public Health Laboratory Information System (PHLIS), National Antimicrobial Resistance Monitoring System (NARMS), and Influenza Surveillance, and PulseNet Bacterial Outbreak Surveillance.

2. Whole Genome Sequencing (WGS) Validation

SNPHL is clinically validated to use WGS for the identification of *Campylobacter* species (select species), pathogenic *Escherichia coli*, and *Salmonella* species. SNPHL is also validated for the determination of *Salmonella* serotypes and STEC (Shiga toxin-producing *E. coli*) serotypes and Shiga toxin genes.

3. PulseNet Surveillance

In April 2026, SNPHL performed 19 Whole Genome Sequencing tests (WGS) as part of the PulseNet Foodborne Outbreak Surveillance program.

4. **Bacterial Isolate Screening**

Using the Bruker MALDI-TOF instrument for streamlined screening of bacterial isolates. A total identified 183 bacterial organisms in April.

5. **SARS-CoV-2 Sequencing**

SNPHL is validated for sequencing SARS-CoV-2 and variants of concern, through the identification of lineages and clades.

- a) Current capacity: up to 96 SARS-CoV-2-positive RNA extracts per week
- b) April 2026: six (6) SARS-CoV-2-positive RNA extracts sequenced.

6. **Legionella Surveillance**

SNPHL collaborates with Environmental Health and Veritas Labs for Legionella surveillance. Monthly isolate counts for 2026 are as follows:

2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Legionella	39	45	83	18								

7. **Vector-Borne Disease Testing**

SNPHL provides viral testing for Zika, West Nile Virus (WNV), Western Equine Encephalitis, and Saint Louis Encephalitis.

- a) A total of 625 mosquito pool samples were tested in April.
- b) In April no WNV-positive mosquito pool was identified.
- c) Results were communicated to Environmental Health and subsequently released to the public.

8. **Gonococcal Isolation Surveillance Program (GISP/eGISP)**

In April, SNPHL collected 25 clinical isolates:

- a) *Neisseria gonorrhoeae*: eight (8) isolates
 - b) *Neisseria meningitidis*: zero (0) isolates
- These will be sent to regional labs or the CDC for antimicrobial susceptibility testing (AST). Remnant NAATs (NAAT - Nucleic Acid Amplification Test) or *N. gonorrhoeae* samples will be submitted to the CDC for molecular-based AST under eGISP Part B.

9. **C. auris PCR Screening**

SNPHL performed 1,786 Real-Time PCR screenings for *Candida auris* in April 2026.

D. **All-Hazards Preparedness:**

1. **Coordination with First Responder Training**

SNPHL collaborates on training and exercises with first responder agencies including the Civil Support Team, HazMat units, the Federal Bureau of Investigation (FBI), and the Las Vegas Metropolitan Police Department.

2. **Laboratory Packaging and Shipping Guidance**
SNPHL offers guidance to local laboratorians on CDC protocols for packaging and shipping infectious substances, including chain of custody procedures.
3. **Onsite Training for Long-Term Care Facilities**
SNPHL provided onsite training for long-term care facilities on the use of COVID-19 online ordering applications.
4. **Monkeypox Biosafety Guidance**
Biosafety guidance was supplied to sentinel sites in response to Monkeypox surveillance and containment efforts.
5. **Vaccination Support for Laboratory Staff**
SNPHL facilitated Monkeypox and bivalent COVID-19 booster vaccinations for laboratory personnel.
6. **Ongoing Biosafety Training for SNPHL Staff**
The laboratory continues to provide perpetual biosafety training and updated guidance to SNPHL personnel.
7. **Training After Equipment Upgrade**
The BSL-3 staff have been trained and started using the double door autoclave and in the existing BSL-3 laboratory.

E. **April 2026 SNPHL Activity Highlights:**

1. **COVID-19 Testing Supplies and Reagent Forecast**
SNPHL has maintained a consistent supply of Viral Transport Medium (VTM) for COVID-19 collection kits, even following the cessation of ELC COVID funding.
2. **Facility Infrastructure and Equipment Calibration**
The Phoenix Controls company came to solve the IP address and test the integrated system adjustment for the installation of the onsite monitor computer and network connection on the 2nd floor. This enables facility staff and Sunbelt Control employees to manage and modify the airflow, pressure, and temperature remotely or onsite.
3. **Genomic Surveillance – SARS-CoV-2**
WGS and genomic data analysis indicate that the Omicron variant XFG lineages were domain lineages in April 2026, from the samples received in the laboratory. Our laboratory will keep sequencing the closed contact samples to help ODS to follow up on the investigation.
4. **Influenza Surveillance**
The current influenza surveillance season showed that A/H3 and B/Victoria are major subtypes of influenza.
5. **Avian Influenza Surveillance**
SNPHL participates in the CDC's Avian Influenza Surveillance Project by distributing testing guidance and specimen collection procedures to local hospitals via the Health Alert Network (HAN). Any ICU patients testing positive for Influenza A, are required to submit specimens for subtyping to rule out avian influenza. No suspected avian flu samples were received in April.
6. **Expansion Planning: Facility & Equipment**

Drain system construction for the new two-floor, 6,400-square-foot-per-floor BSL-3 laboratory began in February 2026, with ground soil processing underway and an expected completion date of July 2027.

Facilities team acquiring laboratory equipment and IT accessories for the expansion, utilizing State Public Health funding. The construction contract for the building will include the purchasing and installation of a double door autoclave and pass-through windows.

7. Additional Test Items

The new additional test items for clinical chemistry, hematology and urinalysis have formally opened the service for FQHC and DPP division. The SNPHL website of test menu has been updated and added those new additional tests.

8. Completion of Genotypic validation

Genotypic validation is complete for NG-TEST Carba-5; GeneXpert/Carba-R procurement and Sensititre AST validation are underway. State CLIA inspection is expected in late April 2026. C. auris screening (400 samples/week) maintains a 9% positivity rate. AST turnaround is 4 – 5 days, with eight (8) Rezafungin non-susceptible isolates identified since September 2025.

9. CDC eFSAP inspection

SNPHL successfully completed the CDC eFSAP inspection from March 31st to April 1st and was informed that no further action is required. We anticipate receiving the renewal certificate shortly.

F. COMMUNITY HEALTH – SNPHL – Calendar Year Data

April SNPHL Services	2025	2026	
Clinical Testing Services ¹	8,371	6,926	↓
Epidemiology Services ²	314	342	↑
State Branch Public Health Laboratory Services ³	0	0	=
All-Hazards Preparedness Services ⁴	6	5	↓
Environmental Health Services ⁵	140	385	↑

¹ Includes N. Gonorrhoeae culture, GISP isolates, Syphilis, HIV, CT/GC molecular, Gram stain testing, and COVID Ab immunologic tests.

² Includes Stool culture, EIA, Norovirus PCR, Respiratory Pathogen PCR, Epidemiological investigations, or consultations.

³ Includes COVID PCR, WGS, and LRN testing, proficiency samples, reporting to CDC, courier services, infectious substance shipments, teleconferences, training, presentations and inspections, samples submitted to CDC or other laboratories' submissions.

⁴ Includes Preparedness training, teleconferences, and Inspections.

⁵ Includes vector testing.

MEMORANDUM

Date: May 19, 2026

To: Southern Nevada Community Health Center Governing Board

From: Randy Smith, MPA, Chief Executive Officer, FQHC ^{RS}
Cassius Lockett, PhD, District Health Officer ^{CL}

Subject: Community Health Center FQHC Chief Executive Officer Report – April 2026

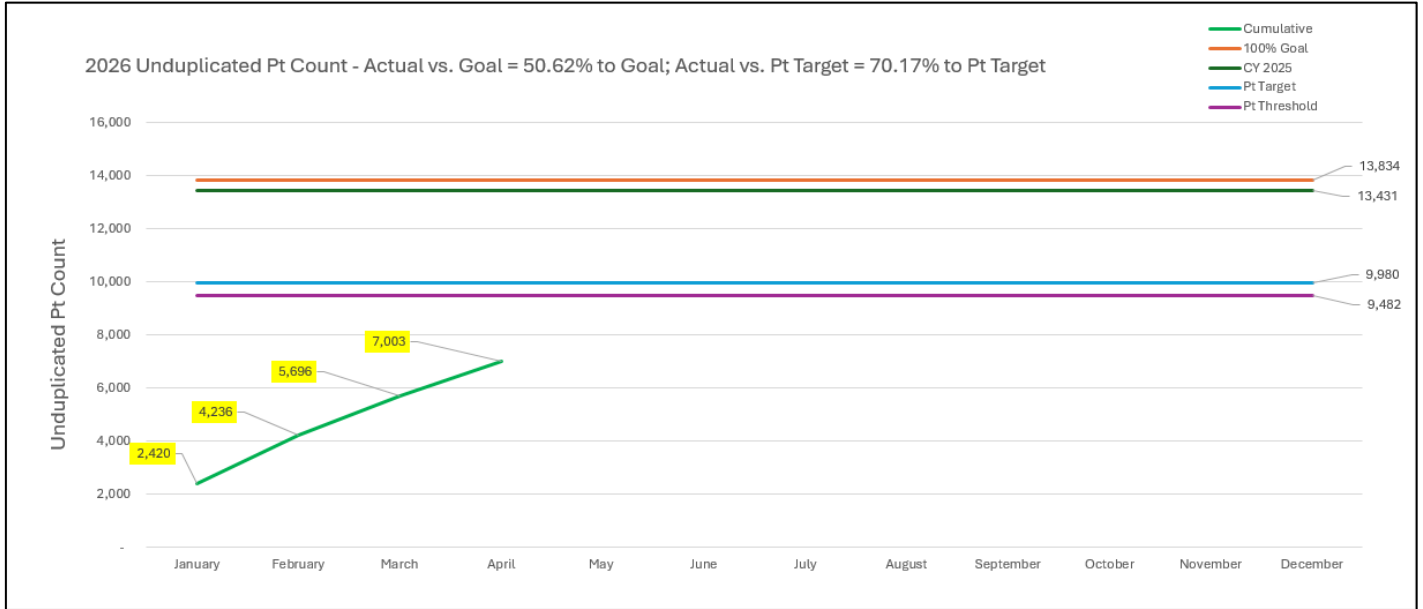
Division Information/Highlights: The Southern Nevada Community Health Center, a division of the Southern Nevada Health District, mission is to serve residents of Clark County from underserved communities with appropriate and comprehensive outpatient health and wellness services, emphasizing prevention and education in a culturally respectful environment regardless of the patient's ability to pay.

April Highlights - Administrative

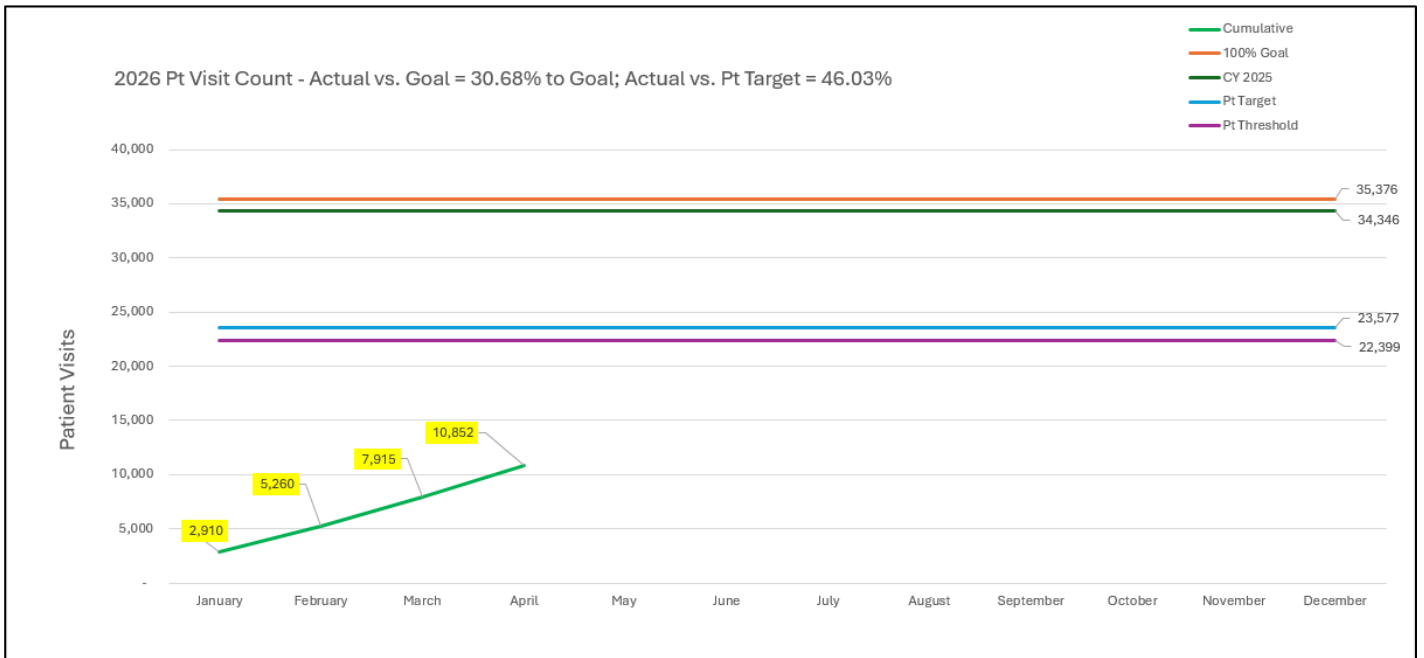
- Employee appreciation activities aligned with the 2026 National Health Center Week (August 3rd – 7th) will take place on August 6th.
- Notification received by HRSA regarding the reopening of a New Access Point (NAP) opportunity for the 89103-zip code priority area.
- Notification received by HRSA regarding extending the health center's project period from three years to four years going forward.
 - A Service Area Competition (SAC) application will be required in the summer of 2027 to maintain designation as a Federally Qualified Health Center.
- Notification of a new HRSA Expanded Nutrition grant received. Applications are due on June 9th.
- Patient Centered Medical Home (PCMH) transformation activities are ongoing.
- FTCA Redeeming activities for CY27 are ongoing. Applications are due June 27th.
- A new Clinical Staff Physician from the Fremont Public Health Center scheduled start on July 20th.
- Recruitment for a Clinical Staff Physician for Decatur underway.
- Recruitment for a mid-level (i.e., APRN or PA) provider for Decatur underway.

Access

Unduplicated Patients – April 2026



Patient Visits Count – April 2026



Provider Visits by Program and Site – April 2026

Facility	Program	APR '26	APR '25	APR YoY %	FY26 YTD	FY25 YTD	FY YTD YoY%
Decatur	Family Health	873	890	-2%	7,889	6,503	18%
Fremont	Family Health	577	534	7%	4,938	3,824	23%
Total	Family Health	1,450	1,424	2%	12,827	10,327	19%
Decatur	Family Planning	209	187	11%	1,493	1,710	-15%
Fremont	Family Planning	217	191	12%	1,777	1,485	16%
Total	Family Planning	426	378	11%	3,270	3,195	2%
Decatur	Sexual Health	560	610	-9%	5,462	5,154	6%
Fremont	Sexual Health	117	170	-45%	1,124	1,348	-20%
ASEC	Sexual Health				0	113	
Total	Sexual Health	677	780	-15%	6,586	6,615	0%
Decatur	Behavioral Health	221	191	14%	1,867	1,322	29%
Fremont	Behavioral Health	186	137	26%	1,495	1,178	21%
Total	Behavioral Health	407	328	19%	3,362	2,500	26%
Decatur	Ryan White	248	265	-7%	2,312	2,325	-1%
Fremont	Ryan White	24	19	21%	275	235	15%
Total	Ryan White	272	284	-4%	2,587	2,560	1%
FQHC Total		3,232	3,194	1%	28,632	25,197	12%

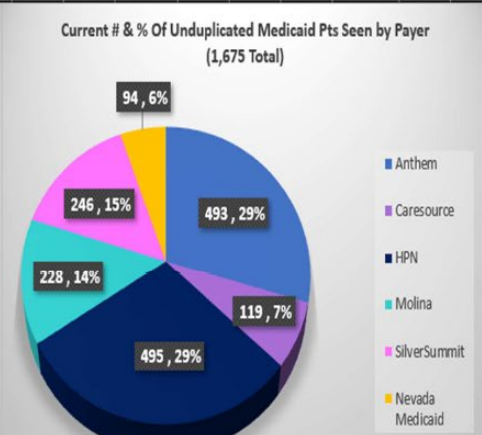
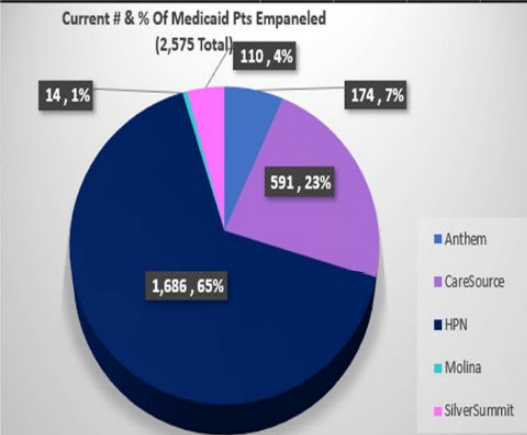
Pharmacy Services

	26-Apr	25-Apr		FY26 YTD	FY25 YTD		% Change YOY
Patient Encounters (Pharmacy)	1,904	1,725	↑	17,364	14,571	↑	19.2%
Prescriptions Filled	3,597	3,133	↑	32,194	24,656	↑	30.6%
Patient Clinic Encounters (Pharmacist)	104	63	↑	612	645	↓	-5.1%
Financial Assistance Provided	14	32	↓	147	344	↓	-57.3%
Insurance Assistance Provided	22	11	↑	152	107	↑	42.1%

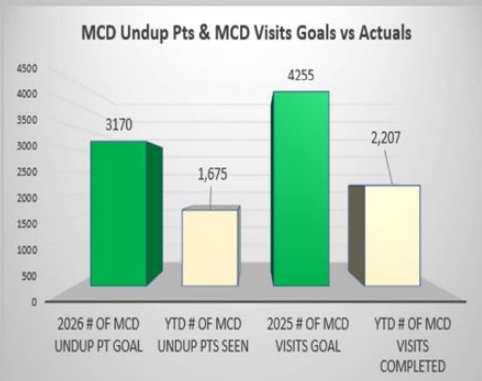
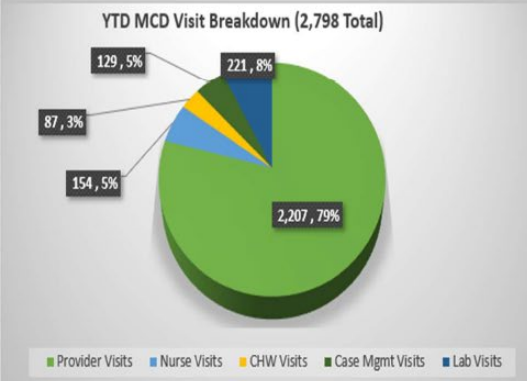
- A. 3,597 prescriptions dispensed to 1,904 patients.
- B. 104 patient clinic encounters completed by a pharmacist.
- C. 14 patients assisted with obtaining medication financial assistance.
- D. 22 patients assisted with insurance approvals.

Medicaid Managed Care Organization (MCO)

Medicaid MCO	Current # Of Medicaid Pts Empaneled
Anthem	174
CareSource	591
HPN	1,686
Molina	14
SilverSummit	110
Total	2,575



Unduplicated MCD Pts Seen YTD	Count
Anthem	493
Caresource	119
HPN	495
Molina	228
SilverSummit	246
Nevada Medicaid	94
Total	1,675

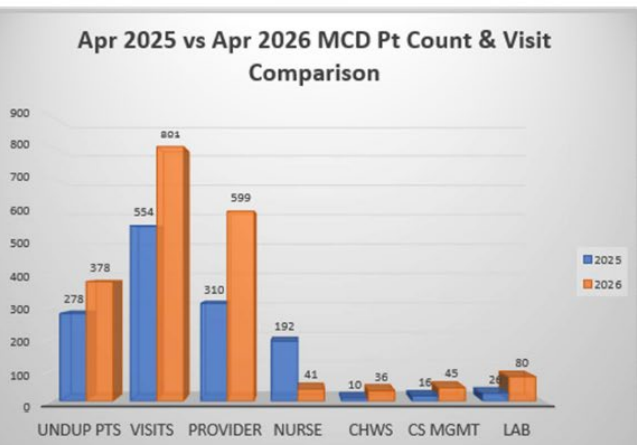
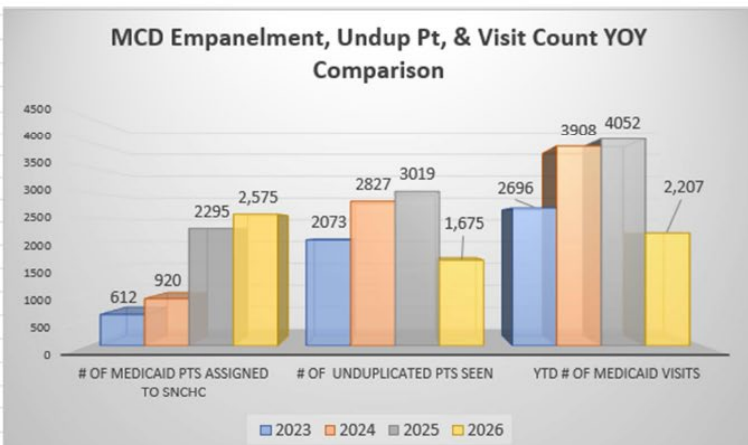


Empanelment Growth YoY - 2024 v 2025	149%
Empanelment Growth YoY - 2025 v 2026	12%

YTD MCD Visit Breakdown	Count
Provider Visits	2,207
Nurse Visits	154
CHW Visits	87
Case Mgmt Visits	129
Lab Visits	221
Total Visits	2,798

2026 # of MCD Undup Pt Goal	3170
YTD # of MCD Undup Pts Seen	1,675
% of Unduplicated Pts to Goal	52.84%
# of Medicaid Pts Assigned to SNCHC	2,575

2025 # of MCD Visits Goal	4255
YTD # of MCD Visits Completed	2,207
% of Medicaid Pts Visits to Goal	51.87%
Average # of Medicaid visits per undup pt	1.32



Calendar Year Comparisons	2023	2024	2025	2026
# of Medicaid Pts Assigned to SNCHC	612	920	2295	2,575
# of Unduplicated Pts Seen	2073	2827	3019	1,675
Goal of Medicaid Visits		2831	4104	4255
YTD # of Medicaid Visits	2696	3908	4052	2,207
% of Medicaid Pts Seen to Goal	#DIV/0!	138.04%	101.68%	52.84%
Average # of Medicaid visits per undup pt	1.30	1.38	1.34	1.32

February	2025	2026	Change	Change
MCD Undup Pts	278	378	100	35.97%
MCD Visits	554	801	247	44.58%
MCD Provider	310	599	289	93.23%
MCD Nurse	192	41	-151	-78.65%
MCD CHWs	10	36	26	260.00%
MCD CS Mgmt	16	45	29	181.25%
MCD Lab	26	80	54	207.69%

Behavioral Health Services

- A. Behavioral Health (BH) Therapist, Taryn Smith, represented SNCHC's Behavioral Health Department at the UNLV College of Education and Human Services Site Fair.
- B. The Behavioral Health marketing campaign is currently ongoing across all Southern Nevada Health District (SNHD) social media platforms.

Family Planning Services

- A. Family Planning program access was 11% in April and is up 2% year-over-year. Program team administrators and clinical staff are working with SNHD's Quality Improvement and Accreditation Program Manager on a quality improvement project to increase access to care. Same day walk-ins have emerged as a viable strategy to overcome high no-show rates amongst patients with scheduled appointments. Walk-in services are available at Decatur Wednesday and Thursday. This project is ongoing.
- B. Data improvement projects are underway and are being monitored monthly to enhance data quality, integrity, documentation, mapping, and results for the annual FPAR 2.0 report.
- C. The health center has been notified that its Title X grant for year five of five is being funded. For the program year April 1, 2026, through April 31, 2027, the health center has been awarded flat funding of approximately \$1.3 million.
- D. Despite the executive budget showing that the Title X program is being defunded, a new Title X Notice of Funding Opportunity for the period of April 1, 2027, through March 31, 2032, has been announced. The application will be due around the second week of January 9, 2027.

HIV/Ryan White Program Services

- A. The Ryan White program received 64 referrals between April 1st and April 30th. There were zero (0) pediatric clients referred to the Medical Case Management in April, and the program received two (2) referrals for pregnant women living with HIV during this time.
- B. There were 594 service encounters provided by the Ryan White Linkage Coordinator, Eligibility Worker, Care Coordinators, Nurse Case Managers, Community Health Workers, and Health Educator. There were 317 unique clients served under these programs in April.
- C. The Ryan White ambulatory clinic provided a total of 531 visits in the month of April, including 20 initial provider visits, 230 established provider visits, and zero (0) tele-visits to established patients. Additionally, there were 21 nursing visits and 260 lab visits provided. There were 78 Ryan White services provided under Behavioral Health by licensed mental health practitioners and the Psychiatric APRN during the month of April. There were 13 Ryan White patients seen by the Registered Dietitian under Medical Nutrition services in April.
- D. The Ryan White clinic provides Rapid StART services, with a goal of rapid treatment initiation for newly diagnosed patients with HIV. The program continues to receive referrals and accommodate clients on a walk-in basis. There were ten (10) patients seen under the Rapid StART Program in April.

FQHC-Sexual Health Clinic (SHC)

- A. The Sexual Health Clinic (SHC) clinic provided 768 unique services to 681 unduplicated patients for the month of April.
- B. There are currently more than 100 patients receiving injectable treatment for HIV prevention (PrEP).
- C. The SHC continues to collaborate with UMC on referrals for evaluation and treatment of neurosyphilis. The SHC is collaborating with the PPC - Sexual Health and Outreach Prevention Programs (SHOPP) on the Gilead FOCUS grant to expand express testing services for asymptomatic patients and provide linkage to care for patients needing STI, Hepatitis C or HIV treatment services. The SHC continues to refer pregnant patients with syphilis and patients needing complex STI evaluation and treatment to PPC SHOPP for nurse case management services.

Refugee Health Program (RHP)

Refugee Health Program for the month of April.

Client required medical follow- up for Communicable Diseases	-
Refugee Health Screening for Ova and Parasites (positive tests)	0
Referrals for TB issues	0
Referrals for Chronic Hep B	0
Referrals for STD	0
Pediatric Refugee Exams	0
Clients encounter by program (adults)	2
Refugee Health Screening for April 2026	2
Total for FY25-26	40

Outreach/In Reach Activity

Number of events	2 – Outreach 2 – In reach
Number of people reached	134
Number of people linked to the clinic	18
Number of hours dedicated to outreach	11

Eligibility and Insurance Enrollment Assistance

Patients in need of assistance continue to be identified and referred to community partners for help with determining eligibility for insurance and assistance with completing applications. Partner agencies are collocated at both health center sites to facilitate warm handoffs for patients in need of support.

	Decatur	Fremont	Total
Medicaid	12	2	14
SNAP	11	3	14
Recert	7	0	7



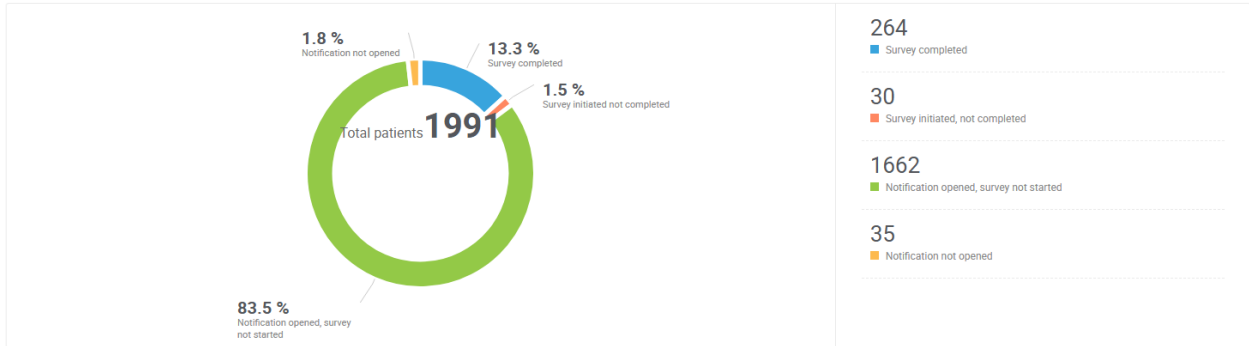
AT THE SOUTHERN NEVADA HEALTH DISTRICT

Patient Satisfaction: See attached survey results.

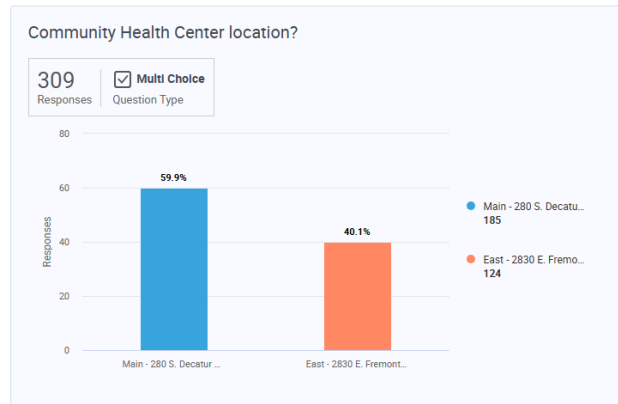
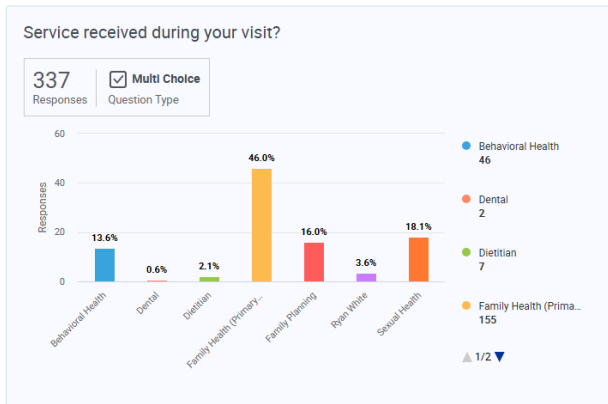
SNCHC continues to receive generally favorable responses from survey participants when asked about ease of scheduling an appointment, waiting time to see their provider, care received from providers and staff, understanding of health care instructions following their visit, hours of operation, and recommendation of the Health Center to friends and family.

Southern Nevada Community Health Center Patient Satisfaction Survey – April 2026

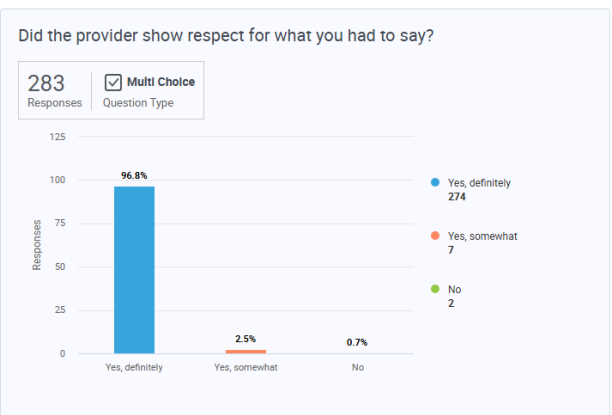
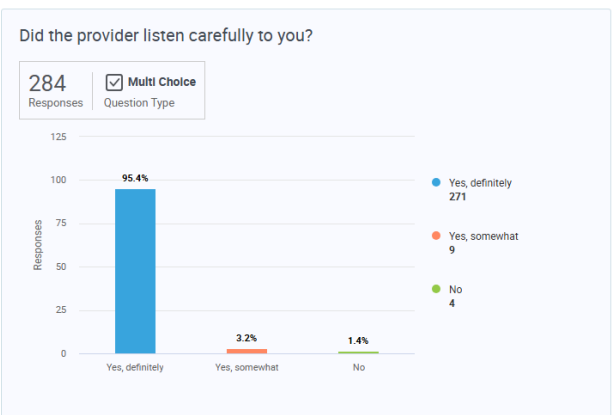
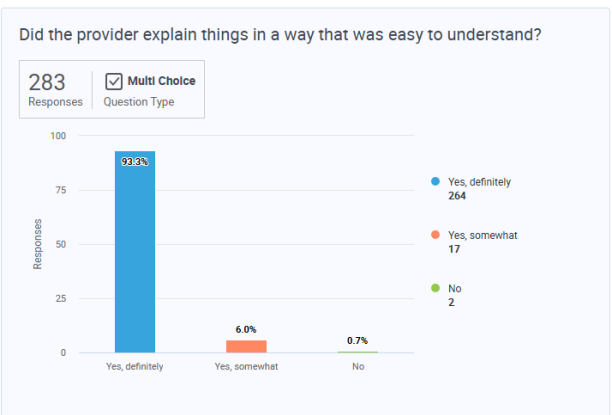
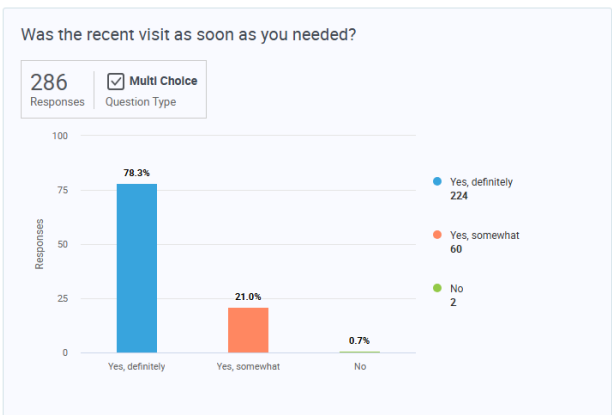
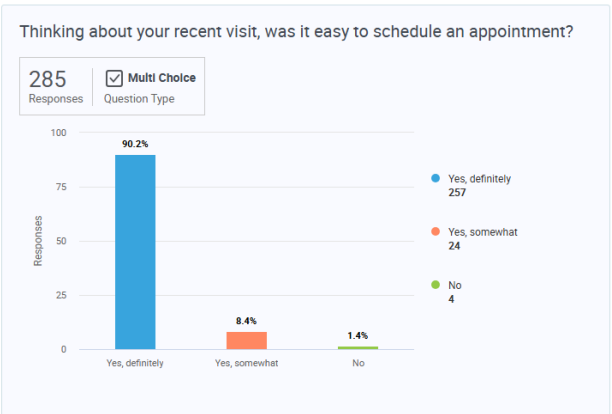
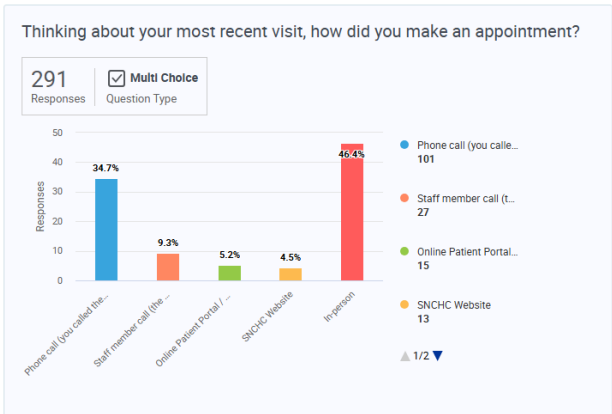
Overview



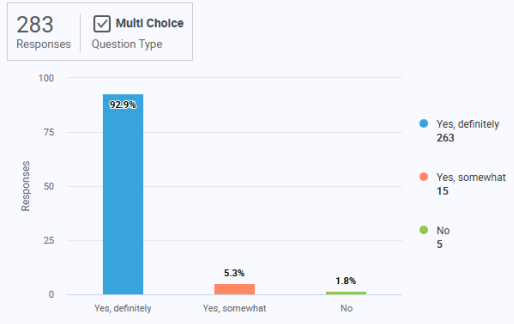
Service and Location



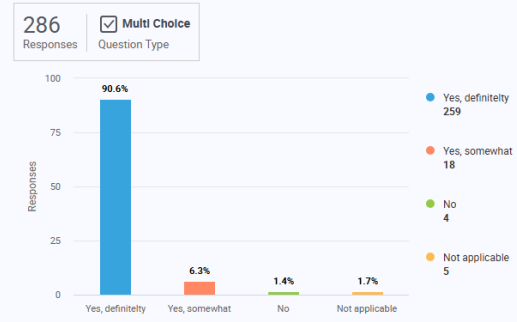
Provider, Staff, and Facility



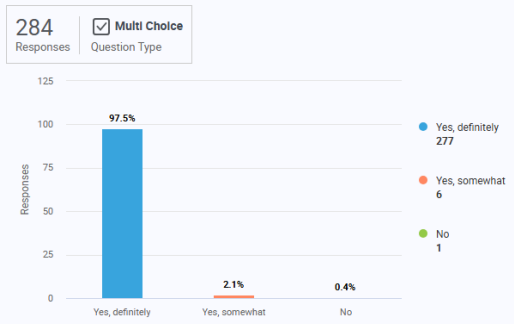
Did the provider spend enough time with you?



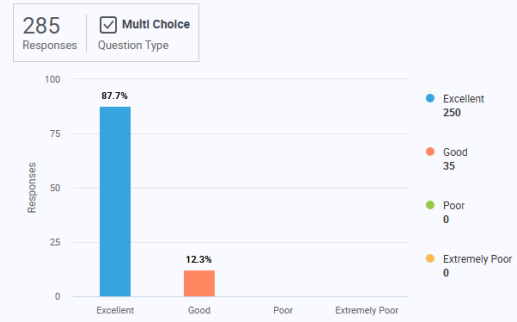
Were you satisfied with how the staff worked to address your healthcare needs (example: outstanding referrals, medications, labs, or diagnostics results)?



Did the staff treat you with courtesy and respect?



Thinking about the facility, how was the overall cleanliness and appearance?



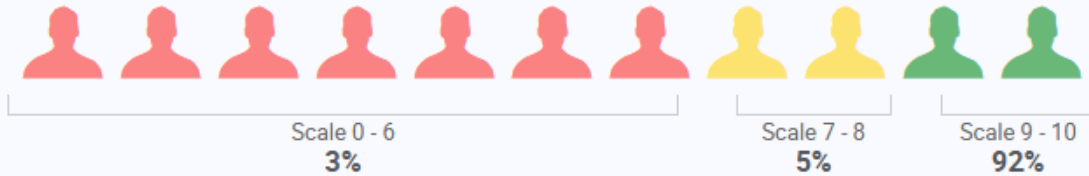
How would you rate the overall care you received from your provider, where 0 is the worst and 10 is the best?

283
Responses

123 Numbers
Question Type

89

Net Promoter Score (NPS)



8

Scale 0 - 6

14

Scale 7 - 8

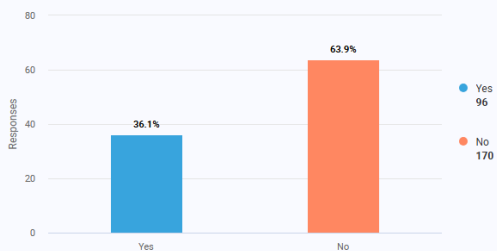
261

Scale 9 - 10

General Information

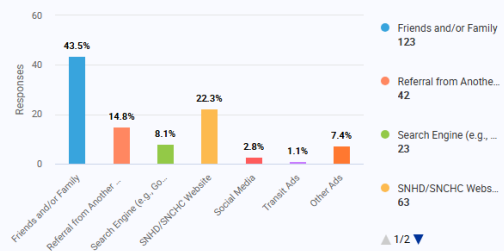
Do you have health insurance?

266 Responses
Multi Choice Question Type



How did you hear about us?

283 Responses
Multi Choice Question Type





Memorandum

Date: May 28, 2026

To: Southern Nevada District Board of Health

From: Anilkumar Mangla, MS, PhD, MPH, FRIPH, *Director of Disease Surveillance & Control*
 Cassius Lockett, PhD, *District Health Officer*

Subject: Disease Surveillance & Control Division Monthly Activity Report – April 2026

A. Division of Disease Surveillance and Control

1. Number of Confirmed and Probable Cases of Selected Illnesses Reported

	April 2025	April 2026		YTD 25	YTD 26	
Sexually Transmitted						
Chlamydia	1009	1002	↓	3979	4005	↑
Gonorrhea	385	378	↓	1553	1525	↓
Primary Syphilis	8	3	↓	39	21	↓
Secondary Syphilis	8	3	↓	35	27	↓
Early Non-Primary, Non-Secondary¹	29	14	↓	122	98	↓
Syphilis Unknown Duration or Late²	130	41	↓	486	342	↓
Congenital Syphilis (presumptive)	3	3	-	15	8	↓
Moms and Babies Surveillance³						
Pregnant Persons Living with HIV⁴	4	4	-	20	13	↓
Pregnant Syphilis Cases	18	30	↑	57	114	↑
Perinatally Exposed to HIV	2	0	↓	9	7	↓
<p>¹ Early Non-Primary, Non-Secondary= CDC changed the case definition from Early Latent Syphilis to Early Non-Primary, Non-Secondary</p> <p>² Syphilis Unknown Duration or Late=CDC changed the case definition from Late Latent Syphilis to Syphilis Unknown Duration or Late</p> <p>³ Counts under this section represent investigations conducted by ODS concerning pregnant persons with HIV or syphilis and do not reflect actual counts of cases diagnosed in the specified period. These investigations are aimed at monitoring and preventing adverse health outcomes, such as perinatal HIV transmission and congenital syphilis.</p> <p>⁴ The count reflects ODS efforts around pregnant persons with HIV and is not a reflection of the total number of pregnant persons with HIV in our community. Persons living with HIV who become pregnant are not a reportable condition in Clark County.</p> <p>⁵ Arrows indicate directional change only and do not represent statistical significance.</p>						
Vaccine Preventable						
Haemophilus influenzae, invasive disease	5	1	↓	15	20	↑

	April 2025	April 2026		YTD 25	YTD 26	
Hepatitis B, acute	4	0	↓	14	10	↓
Influenza Hospitalizations and Deaths	74	105	↑	1121	934	↓
Meningococcal disease (Neisseria meningitidis)	0	0	-	0	1	↑
MPOX	0	0	-	0	16	↑
COVID-19 Hospitalizations and Deaths	86	17	↓	377	126	↓
Pertussis	9	4	↓	23	73	↑
RSV	87	289	↑	2174	2242	↑
Enteric Illness						
Amebiasis	0	0	-	4	0	↓
Campylobacteriosis	14	17	↑	69	72	↑
Cryptosporidiosis	5	0	↓	7	5	↓
Giardiasis	5	4	↓	19	14	↓
Rotavirus	57	21	↓	112	47	↓
Salmonellosis	11	8	↓	53	48	↓
Shiga toxin-producing Escherichia coli (STEC)	8	9	↑	20	26	↑
Shigellosis	8	3	↓	28	18	↓
Vibriosis (non-cholera Vibrio species infection)	0	0	-	4	2	↓
Yersiniosis	8	1	↓	20	11	↓
Other						
Coccidioidomycosis	24	5	↓	111	64	↓
Cryptococcosis	0	1	↑	0	2	↑
Cyclosporiasis	0	1	↑	0	1	↑
Dengue	0	0	-	1	1	-
Hepatitis C, acute	3	3	-	6	6	-
Invasive Pneumococcal Disease	17	15	↓	110	97	↓
Lead Poisoning	6	11	↑	59	98	↑
Legionellosis	5	1	↓	14	6	↓
Lyme Disease	0	1	↑	1	1	-
Meningitis, Aseptic	3	0	↓	7	3	↓
Meningitis, Bacterial Other	0	0	-	4	3	↓
Streptococcal Toxic Shock Syndrome (STSS)	2	0	↓	13	9	↓
New Active TB Cases Counted (<15 yo)	0	0	-	0	0	-
New Active TB Cases Counted (>= 15 yo)	9	1	↓	24	20	↓

2. Number of Cases Investigated by ODS

Monthly DIIS Investigations CT/GC/Syphilis/HIV/TB	Contacts	Clusters ¹	Reactors/ Symptomatic/ X-ray ²	OOJ/ FUP ³
Chlamydia	13	0	27	0
Gonorrhea	7	0	16	0
Syphilis	10	2	163	4
HIV/AIDS (New to Care/Returning to Care)	27	1	74	4
Tuberculosis	50	0	3	0
TOTAL	107	3	283	8
¹ Clusters= Investigations initiated on named clusters (clusters= named contacts who are not sex or needle sharing partners to the index patient) ² Reactors/Symptomatic= Investigations initiated from positive labs or reported symptoms ³ OOJ= Investigations initiated Out of Jurisdiction reactors/partners/clusters FUP= Investigations initiated to follow up on previous reactors, partners, or clusters				

3. Disease and Outbreak Investigations

- a. **MPOX:** As of April 30, 2026, Clark County had 351 cases of MPOX since the first reported case in 2022.
- b. **MPOX Outbreak:** In the last 6 months there were 28 MPOX cases (20 confirmed, 5 probable and 3 suspect). One out of the twenty-eight cases were received in the past 4 weeks. This is considered to be an outbreak. ODS, in collaboration with PPC, conducted outreach at venues associated with the cases to offer education and vaccines.
- c. **Influenza:** SNHD started the influenza surveillance for the 2025-2026 season on September 28, 2025. Influenza surveillance for Clark County, Nevada includes data collected from local acute care hospitals and other healthcare providers. Nationwide, seasonal influenza activity continues to decrease. Statewide, outpatient respiratory illness activity in Nevada is minimal. Locally, as of 04/25/2026, during the 2025 - 2026 influenza season, 1,272 influenza-associated hospitalizations and 46 deaths have been reported and processed. The total number of cases presented in this report is subject to change due to potential delays in reporting and data processing. Influenza surveillance will continue through 5/23/2026.
- d. **Campylobacter WGS cluster:** SNPHL identified 4 cases linked by Whole Genome Sequencing laboratory testing. All four were MSM. OOE developed a survey to gather information about sexual practices and risk factors to identify any common exposures. ACDC investigation team administered re-interviews and obtained additional information. DSC continued to monitor cases through the end of March. Ten probable and 4 confirmed cases have been identified with this outbreak to date. The survey will continue to be used for cases with sexually transmitted infection comorbidities.
- e. **Legionella:** Two cases of Legionnaires' disease associated with the Wynn Las Vegas are being investigated. The Wynn has initiated remediation, and recent sampling was negative for *Legionella*. Notifications to staff and guests are being made. Guests with illness following a stay at the Wynn are encouraged to complete a survey for case finding.
- f. **Gastrointestinal Illness at schools:** 5 schools have reported gastrointestinal illness in April. DSC staff are sending surveys to the parents of ill children. Investigations are ongoing.

4. Non-communicable Reports and Updates

- a. **Naloxone Training:** SNHD is training and distributing naloxone (Narcan®) to first responders and members of key community sectors throughout Nevada to better respond to the large-scale burden of opioid overdoses. Funding from SAMHSA's First Responders-Comprehensive Addiction and Recovery Act (FR-CARA), SAMHSA's State Opioid Response (SOR) via sub-awards from the University of Nevada Reno's Center for the Application of Substance Abuse Technologies, BJA's Comprehensive Opioid, Stimulant, and Substance Use Program (COSSUP), and the CDC's Overdose Data to Action (OD2A) program has been instrumental. ODS has implemented a policy for SNHD staff to carry and administer naloxone. ODS has also been given permission at the Clark County Detention Center to place naloxone in a person's property at the facility.

The following naloxone distributions took place in the month of April:

Naloxone Distribution	Agency	# of Naloxone doses distributed
4/1/2026	AIDS Healthcare Foundation	240
4/2/2026	Henderson Equality Center	384
4/2/2026	LVMPD	528
4/2/2026	LVMPD	-18 (Returned back to SNHD)
4/2/2026	Desert Hope Treatment Center	600
4/2/2026	The Center	1200
4/2/2026	Sober Testing Services	720
4/2/2026	Foundation For Recovery	1296
4/7/2026	Southern Land Company	24
4/7/2026	Southern Land Company	-6 (Returned back to SNHD)
4/7/2026	RTC	24
4/7/2026	Treasure Island	48
4/7/2026	Treasure Island	-144 (Returned back to SNHD)
4/7/2026	CCSDPD	240
4/8/2026	Lee County Ski Patrol	24
4/9/2026	Wynn	48
4/9/2026	Inner Healing Center	288
4/14/2026	UNLV HEALTH MOJAVE COUNSELING	24
4/14/2026	UNLV HEALTH MOJAVE COUNSELING	-9 (Returned back to SNHD)
4/14/2026	SNHD - L2A	9
4/14/2026	Binion's	48
4/14/2026	Henderson Comprehensive Treatment Center	336
4/14/2026	RTC Security	504
4/15/2026	Southern Nevada Health Consortium	600
4/15/2026	Ole Red and Category 10 Las Vegas	72
4/15/2026	Caesars Entertainment	768
4/16/2026	Young People in Recovery	504
4/16/2026	Boulder City Municipal Court	24
4/16/2026	Boulder City Municipal Court	144

4/16/2026	NaphCare	144
4/21/2026	SNHD - Pharmacy	2
4/21/2026	Toni's House	1008
4/21/2026	Clark County Juvenile Justice	288
4/21/2026	Clark County Juvenile Justice	-110 (Returned back to SNHD)
4/21/2026	SNHD - L2A	110
4/21/2026	NDOC High Desert	120
4/21/2026	Clark County Coroner's Office	96
4/21/2026	Clark County Coroner's Office	-54 (Returned back to SNHD)
4/21/2026	SNHD - L2A	62
4/21/2026	Sunhaven	24
4/21/2026	Catholic Charities	48
4/21/2026	Catholic Charities	-8 (Returned back to SNHD)
4/21/2026	Palms Casino	48
4/21/2026	Code 4 Private Security	48
4/22/2026	Fifth Sun Project	48
4/22/2026	Las Vegas Convention & Visitors Authority	48
4/22/2026	Las Vegas Convention & Visitors Authority	-46 (Returned back to SNHD)
4/22/2026	SNHD - L2A	46
4/22/2026	Southwest Comprehensive Treatment Center	192
4/22/2026	Las Vegas Comprehensive Treatment Center	312
4/23/2026	NV State Police Division of Parole & Probation	72
Total		11090

b. Overdose Data to Action (ODTA): The ODS ODTA Health Education team monitors the Fentanyl (FTS) and Xylazine (XTS) Test Strip Program.

The following participating agencies and internal SNHD programs received FTS and XTS during the month of April:

Date:	Agency:	FTS:	XTS:	QTY:
4/1/2026	AIDS Healthcare Foundation	300	300	600
4/1/2026	WestCare	300	300	600
4/1/2026	Henderson Equality Center	300	300	600
4/1/2026	The Center	1000	1000	2000
4/1/2026	Young People in Recovery	300	300	600
4/6/2026	SNHD L2A Team	400	400	800
4/7/2026	SNHD L2A Team	200	300	500
4/8/2026	Trac-B/Impact Exchange	2000	2000	4000
4/8/2026	Comprehensive Treatment Center	200	200	400
4/9/2026	Foundation for Recovery	4000	4000	8000
4/14/2026	Las Vegas Clark County Library District	2600	0	2600
4/14/2026	SNHD L2A Team	0	200	200

4/15/2026	HIV Consortium	400	400	800
4/15/2026	Naph Care at CCDC	200	200	400
4/15/2026	Comprehensive Treatment Center	300	300	600
4/15/2026	Valley View Community Cares	500	500	1000
4/28/2026	Boulder City Municipal Court	300	300	600
4/28/2026	Toni's House	400	400	800
4/28/2026	Comprehensive Treatment Center	200	200	400
4/29/2026	Foundation for Recovery	5000	5000	10000
4/29/2026	SNHD Pharmacy	300	0	300
4/29/2026	Larson Institute	300	300	600
4/29/2026	Hope Christian Health Center	500	500	1000
4/30/2026	SNHD ODS Health Education	300	300	600
4/30/2026	Nevada Homeless Alliance	400	400	800
TOTALS:		20700	18100	38800

5. Prevention - Community Outreach/Provider Outreach/Education

- a. Ongoing promotion continues of the [Collect2Protect](#) (C2P) program, an online service for those requesting testing for gonorrhea, chlamydia, and at-home HIV test kits. The C2P program allows users to order an at-home HIV test kit conveniently and privately, at no cost and get their results at home. Test kits for chlamydia and gonorrhea are also available for a fee. Express Testing will also be available at SNHD’s main public health center, 280 S. Decatur Blvd., Las Vegas, for those who are asymptomatic and would like to get tested and know their HIV status. ODS continues to work with OOC to help promote C2P on SNHD web sites, social media and with the help of community partners. The Center, Sagebrush Health, and AHF continue to offer ongoing HIV/STD, PrEP/PEP, and rapid stART services to the community. Free HIV testing is also available from 8 a.m. – 4:30 p.m. at the Southern Nevada Health District, 280 S. Decatur Blvd., Las Vegas, NV 89107 through the Express Testing/Annex A clinic.
- b. ODS continues to collaborate with community partners to participate at various outreach events. Our continued collaboration and presence at events in the community is key to gaining community trust and to help destigmatize HIV/STI testing which is vital to ending the HIV epidemic. On April 4, 2026, ODS was back at our regular partner location, McDonald’s, located at 3010 North Las Vegas Blvd. ODS also returned to Adonis Health Club on April 7, 2026, located at 2225 E. Flamingo Rd, Building 2. Adonis is primarily a men’s gym/bathhouse focused on serving the LGBTQ community. On April 30, 2026, we again collaborated with the Just Seen Project and LVMPD to provide testing and prevention services. The outreach locations for this collaboration vary based on where organizers feel the greatest need may be. This time we were stationed at 2621 E. Sahara Ave (DMV-Sahara location). As ODS strives to expand our reach to populations with high disease burden, having broader access points in the community are integral. We provided our full service offering of rapid HIV and HCV testing, syphilis testing, overdose prevention services, PrEP navigation, condoms, and educational/informational navigation.
- c. Distribution is ongoing. TB Surveillance developed a laminated flyer titled “Is it TB?” The content includes messaging that encourages providers to “think TB” when talking to their patients about their risks and symptoms. Additionally, there is reporting information

and a QR code that links to the provider education training:
<https://lp.constantcontactpages.com/su/p26ucWo/TBRRegistration>

B. High Impact HIV/STD/Hepatitis Screening Sites

1. Testing is currently offered at Trac-B for HIV and Hep C. Also, The Center is offering screenings for HIV, Hep C, Gonorrhea, Chlamydia and Syphilis to the community Monday-Thursday from 1pm-5pm and every Saturday from 9am-2pm. AHF is also offering HIV and STD screenings at their Wellness Clinic locations on Monday, Wednesday, and Friday, and on their MTU.

Office of Disease Surveillance- HIV Prevention Screening/Testing Efforts						
Prevention - SNHD HIV Testing	April-25	April-26		YTD 25	YTD 26	
Outreach/Targeted Testing	1296	468	↓	4775	4113	↓
Clinic Screening (SHC/FPC/TB)	632	29	↓	2403	631	↓
Outreach Screening (Jails)	264	2	↓	1008	306	↓
Collect2 Protect	9	2	↓	26	21	↓
TOTAL	2201	501	↓	8212	5071	↓
Outreach/Targeted Testing POSITIVE	3	4	↑	20	11	↓
Clinic Screening (SHC/FPC/TB) POSITIVE	0	0	→	1	2	↑
Outreach Screening (Jails, SAPTA) POSITIVE	1	1	→	4	1	↓
Collect2 Protect POSITIVE	0	0	→	0	0	→
TOTAL POSITIVES	4	5	↑	25	14	↓

Targeted outreaches in unhoused communities are ongoing. These efforts are included in the total high impact HIV/STD/Hepatitis screening sites above.

C. Staff Facilitated/Attended the following Trainings/Presentations

1. 04/01/2026: Presented to SNHD Medical Advisory Board on SPORT; 40 people in attendance, 3 ODS staff in attendance.
2. 04/03/2026: Attended on Big Cities Health Coalition (BCHC) Substance Use Working Groups as SNHD Representative; 15 people in attendance; 1 ODS staff in attendance.
3. 04/03/2026: Attended the Clark County Children's Mental Health Consortium Meeting; 33 people in attendance; 1 SNHD ODS staff in attendance.
4. 04/07/2026: Presented at SNHD State of Public Health Meeting on Overdose Prevention Efforts; 50 people in attendance, 5 ODS staff in attendance.
5. 04/07/2026: Attended the Children Mental Health Action Coalition Meeting as SNHD Representative; 30 people in attendance; 1 SNHD staff in attendance.
6. 04/07/2026: Facilitated Overdose Response Training - Regional Transportation Commission; 13 people in attendance; 1 SNHD staff in attendance.
7. 04/09/2026: Facilitated PrEP Education Visit to Jeffrey Lui, MD Ob/GYN; 2 people in attendance; 1 ODS staff in attendance.
8. 04/09/2026: Presented to Urban Chamber Healthcare Roundtable; 2 people in attendance; 1 ODS Health Educator in attendance.
9. 04/12/2026: Facilitated presentation at the Bi-Annual Faith Based Outreach Meeting on Overdose Prevention Services; 20 people in attendance; 1 SNHD ODS staff in attendance.
10. 04/13/2026: Attended the CDC Essentials for Childhood (EfC) Nevada Strategic Planning Meeting; 10 people in attendance; 2 SNHD ODS staff in attendance.
11. 04/14/2026: Facilitated Provider Education Visit with the Vice Practice on NV Congenital, Perinatal Testing, and Reporting Laws; 3 people in attendance; 1 ODS staff in attendance.

12. 04/14/2026: Facilitated Provider Education Visit with Paradise Primary Care on NV Congenital and Perinatal Testing and Reporting Laws; 1 person in attendance; 1 ODS staff in attendance.
13. 04/14/2026: Facilitated Provider Education Visit with Desert Primary Care on NV Congenital and Perinatal Testing and Reporting Laws; 3 people in attendance; 1 ODS staff in attendance.
14. 04/14/2026: Facilitated Provider Education Visit with Cambridge Family Health Center on NV Congenital and Perinatal Testing and Reporting Laws; 1 person in attendance; 1 ODS staff in attendance.
15. 04/14/2026: Facilitated Provider Education Visit with Absolute Primary Care on NV Congenital and Perinatal Testing and Reporting Laws; 1 person in attendance; 1 ODS staff attendee.
16. 04/14/2026: Facilitated Provider Education Visit with Andux Family Care on NV Congenital and Perinatal Testing and Reporting Laws; 2 people in attendance; 1 ODS staff in attendance.
17. 04/14/2026: Media Interview in Spanish with Univision for STI Awareness Week; 2 people in attendance; 1 ODS Health Educator in attendance.
18. 04/14/2026: Facilitated presentation at the Ryan White Part A & Ending the HIV Epidemic Subrecipient Meeting 35 people in attendance; 1 SNHD ODS staff in attendance.
19. 04/15/2026: Attended the 988 Coalition Workgroup meeting as SNHD Representative; 40 people in attendance from multiple agencies; 1 SNHD staff in attendance.
20. 04/16/2026: Facilitated CredibleMind Wellness Presentation for the SNHD PPC All-Hands Staff Meeting; ~250 people in attendance; 2 SNHD ODS staff in attendance.
21. 04/21/2026-04/22/2026: Several DSC staff attended and presented at the Nevada Public Health Association Annual Conference in Las Vegas, NV.
22. 04/21/2026: Presented "Meeting Providers Where They Are" Using Hospital Huddles and Staff Meetings for Community Collaboration and Perinatal HIV Prevention Education for the NPHA Annual Conference; 41 people in attendance; 14 SNHD staff in attendance; 11 ODS staff in attendance.
23. 04/21/2026: Facilitated Better Care Between the Sheets Training; 13 people in attendance; 5 ODS staff in attendance.
24. 04/22/2026: Facilitated Southern Nevada HIV Prevention Planning Group Meeting; 22 people in attendance; 5 ODS staff in attendance.
25. 04/23/2026: Facilitated Better Care for Outreach Teams Training; 9 people in attendance; 1 ODS staff in attendance.
26. 04/24/2026: Presented as Subject Matter Expert at Urban Chamber Healthcare Roundtable on the Community Health Assessment; 30 people in attendance; 1 ODS Health Educator in attendance.
27. 04/27/2026: Presented to the SNHD Public Health Advisory Board on the 2026-2031 Community Health Improvement Plan; 25 people in attendance; 4 ODS Health Educator in attendance.
28. 04/28/2026: Facilitated Provider Education Visit with Talent Testing Service on NV Congenital and Perinatal Testing and Reporting Laws; 2 people in attendance; 1 ODS staff in attendance.
29. 04/28/2026: Facilitated Provider Education Visit with Heal + Glow on NV Congenital and Perinatal Testing and Reporting Laws; 5 people in attendance; 1 ODS staff in attendance.
30. 04/28/2026: Facilitated Provider Education Visit with Healthy Medical Services on NV Congenital and Perinatal Testing and Reporting Laws; 1 person in attendance; 1 ODS staff in attendance.
31. 04/28/2026: Facilitated Provider Education Visit with Med-Care Providers on NV Congenital and Perinatal Testing and Reporting Laws; 2 people in attendance; 1 ODS staff in attendance.
32. 04/28/2026: Facilitated Provider Education Visit with Infinity Medical Center on NV Congenital and Perinatal Testing and Reporting Laws; 1 person in attendance; 1 ODS staff in attendance.

33. 04/28/2026: Facilitated Provider Education Visit with Christian H. Stoermer MD on NV Congenital and Perinatal Testing and Reporting Laws; 1 person in attendance; 1 ODS staff in attendance.
34. 04/28/2026: Facilitated Provider Education Visit with V.E.W. on NV Congenital and Perinatal Testing and Reporting Laws; 1 person in attendance; 1 ODS staff in attendance.
35. 04/28/2026: Facilitated Provider Education Visit with American Urgent Care and Infusion (Eastern) on NV Congenital and Perinatal Testing and Reporting Laws; 1 person in attendance; 1 ODS staff in attendance.
36. 04/28/2026: Facilitated Provider Education Visit with Anthony H Ibay on NV Congenital and Perinatal Testing and Reporting Laws; 1 person in attendance; 1 ODS staff in attendance.
37. 04/28/2026: Facilitated Provider Education Visit with A+ Urgent Care on NV Congenital and Perinatal Testing and Reporting Laws; 1 person in attendance; 1 ODS staff in attendance.
38. 04/28/2026: Facilitated Better Care in Action for Boulder City Drug Court; 10 people in attendance; 1 ODS staff in attendance.
39. 04/29/2026: Attended Ryan White Planning Group Las Vegas TGA SPA Committee Meeting; 30 people in attendance; 2 ODS staff in attendance.
40. 04/29/2026: Facilitated Better Care for Outreach Teams Training; 7 people in attendance; 1 ODS staff in attendance.
41. 04/29/2026: Facilitated Mental Health First Aid for Adults Training; 18 people in attendance; 3 SNHD ODS staff in attendance.
42. 04/30/2026: Facilitated PrEP Educational Session at Quick Fix Urgent Care; 2 people in attendance; 1 SNHD staff in attendance.

D. Office of Epidemiology

1. Epidemiology Reports

- a. Data quality reports to support the Office of Disease Surveillance's activities and STD/HIV grant deliverables
- b. Monthly and quarterly disease statistics
- c. Weekly MPOX case and vaccination report
- d. Ongoing monthly and quarterly reports for FOCUS HIV grant project
- e. Monthly and quarterly NVDRS, SUDORS and NCLPP reports
- f. Outreach site HIV testing stats-weekly
- g. EPT report- weekly
- h. Weekly Influenza Report
- i. Weekly Arbovirus update
- j. Weekly Wastewater Surveillance Report
- k. HAI Quarterly Report
- l. Weekly Hepatitis C Linkage Report
- m. Weekly Hepatitis C Chronic Surveillance Report
- n. Quarterly Hepatitis Report

2. Other Project Updates

- a. Continue working on the Healthy Southern Nevada, Chronic Disease Dashboard
- b. Developing Maternal and Child Health Dashboard

3. Disease Statistics

- a. Communicable Disease Statistics: March 2026 and Quarter 1 2026 disease statistics are below. Please note that these data are retrieved as of May 4, 2026. (see Table 1 and Table 2)

Table 1 Monthly Communicable Disease Statistics (March 2026)
March 2026: Clark County Disease Statistics*

Data as of 5/4/2026

Disease	2024		2025		2026	
	March	YTD	March	YTD	March	YTD
VACCINE PREVENTABLE						
COVID-19	609	5026	550	2,153	212	867
Haemophilus influenzae, invasive	2	15	1	10	2	19
Hepatitis A	1	2	0	0	0	0
Hepatitis B, acute	2	8	2	10	1	10
Hepatitis B, chronic	136	390	113	327	86	224
Influenza	87	505	139	1,045	190	828
Meningococcal disease (<i>N. meningitidis</i>)	0	1	0	0	0	1
MPOX	0	1	0	0	4	16
Mumps	2	2	0	0	1	1
Pertussis	2	23	6	14	15	56
RSV	208	1,807	341	2,087	688	1,946
SEXUALLY TRANSMITTED						
Chlamydia	1,153	3,375	977	2,970	1,021	3,003
Gonorrhea	462	1,471	441	1,168	383	1,147
HIV	57	156	37	121	8	74
Stage 3 HIV (AIDS)	13	45	16	53	5	41
Syphilis (Early non-primary, non-secondary)	55	163	35	93	26	84
Syphilis (Primary & Secondary)	38	111	18	58	10	42
CONGENITAL CONDITIONS						
Hepatitis C, Perinatal Infection	0	1	0	0	0	0
Congenital Syphilis	1	8	1	12	2	5
ENTERICS						
Amebiasis	1	1	2	4	0	0
Campylobacteriosis	19	53	13	55	20	55
Cryptosporidiosis	2	9	0	2	1	5
Giardiasis	5	15	5	14	1	10
Rotavirus	18	30	30	55	11	26
Salmonellosis	11	30	25	42	10	40
Shiga toxin-producing <i>E. coli</i> (STEC)	7	20	3	12	4	17
Shigellosis	10	38	9	20	3	15
Vibriosis (Non-cholera <i>Vibrio</i> species infection)	1	3	0	4	1	2
Yersiniosis	3	12	5	12	2	10
OTHER						
Coccidioidomycosis	24	65	27	87	16	59
Exposure, Chemical or Biological	0	1	0	1	0	1
Hepatitis C, acute	1	1	1	3	1	3
Hepatitis C, chronic	128	391	206	549	129	360
Invasive Pneumococcal Disease	35	97	25	93	28	81
Lead Poisoning	17	43	17	53	20	87
Legionellosis	0	3	4	9	2	5
Listeriosis	1	1	0	0	0	0
Lyme Disease	0	2	1	1	0	0
Malaria	0	0	0	1	0	0
Meningitis, Aseptic	5	8	2	4	1	3
Meningitis, Bacterial Other	1	1	2	4	0	3
Meningitis, Fungal	1	2	0	0	1	1
Rabies, exposure to a rabies susceptible animal	16	77	59	122	86	236
Streptococcal Toxic Shock Syndrome (STSS)	3	12	2	11	2	9
Tuberculosis (Active)	9	20	6	15	4	19

*The total number of cases presented in this report is subject to change due to possible delays in reporting and processing. Cases are counted based on CDC case definitions.

~Diseases not reported in the past two years or during the current reporting period are not included in this report.

---Monthly rates & monthly rate comparisons were removed from the Clark County Disease Statistics monthly report after July 2018 due to new data suppression rules adopted by the Office of Epidemiology & Disease Surveillance. Please see the Clark County Disease Statistics quarterly report for quarterly rates & quarterly rate comparisons.

Table 2 Quarterly Communicable Disease Statistics (Quarter 1 2026)
Quarter 1 2026: Clark County Disease Statistics*

Data as of 5/4/2026

Disease	2024		2025		2026		Rate (Cases per 100,000 per quarter)		Quarter Rate Comparison	
	Qtr 1	YTD	Qtr 1	YTD	Qtr 1	YTD	Qtr 1 (2021-2025 aggregated)	Qtr 1 (2026)	Change b/t current & past 5-year?	
VACCINE PREVENTABLE										
COVID-19	5,026	5,026	2,153	2,153	868	868	685.08	11.78	↓X	
Haemophilus influenzae, invasive	15	15	10	10	19	19	0.12	0.26	↑	
Hepatitis A	2	2	0	0	1	1	.	.	-	
Hepatitis B, acute	8	8	10	10	10	10	0.11	.	-	
Hepatitis B, chronic	390	390	327	327	224	224	3.91	3.04	↓X	
Influenza	505	505	1,045	1,045	829	829	5.36	11.25	↑X	
Influenza-associated pediatric mortality	1	1	2	2	0	0	.	.	-	
Meningococcal disease (<i>N. meningitidis</i>)	1	1	0	0	1	1	.	.	-	
MPOX	1	1	0	0	16	16	.	0.22	-	
Mumps	2	2	0	0	1	1	.	.	-	
Pertussis	23	23	14	14	57	57	0.19	0.77	↑X	
RSV	1,807	1,807	2,087	2,087	1,953	1,953	15.10	26.50	↑X	
SEXUALLY TRANSMITTED										
Chlamydia	3,375	3,375	2,970	2,970	3,003	3,003	47.64	40.75	↓X	
Gonorrhea	1,471	1,471	1,168	1,168	1,147	1,147	22.48	15.57	↓X	
HIV	154	154	121	121	74	74	1.83	1.00	↓X	
Stage 3 HIV (AIDS)	40	40	49	49	41	41	0.61	0.56	↓	
Syphilis (Early non-primary, non-secondary)	163	163	93	93	84	84	2.18	1.14	↓X	
Syphilis (Primary, Secondary)	111	111	58	58	42	42	2.00	0.57	↓X	
CONGENITAL CONDITIONS										
Hepatitis C, Perinatal Infection	1	1	0	0	0	0	.	.	-	
Congenital Syphilis	8	8	12	12	5	5	101.64	.	-	
ENTERICS										
Amebiasis	1	1	4	4	0	0	.	.	-	
Campylobacteriosis	53	53	55	55	55	55	0.58	0.75	↑	
Cryptosporidiosis	9	9	2	2	5	5	0.06	.	-	
Giardiasis	15	15	14	14	10	10	0.22	.	-	
Rotavirus	30	30	55	55	26	26	0.42	0.35	↓	
Salmonellosis	30	30	42	42	40	40	0.56	0.54	↓	
Shiga toxin-producing <i>E. coli</i> (STEC)	20	20	12	12	17	17	0.22	0.23	↑	
Shigellosis	38	38	20	20	15	15	0.28	0.20	↓	
Vibriosis (Non-cholera <i>Vibrio</i> species infection)	3	3	4	4	2	2	.	.	-	
Yersiniosis	12	12	12	12	10	10	0.09	.	-	
OTHER										
Coccidioidomycosis	65	65	87	87	59	59	0.91	0.80	↓	
Exposure, Chemical or Biological	1	1	1	1	1	1	.	.	-	
Hepatitis C, acute	1	1	3	3	3	3	.	.	-	
Hepatitis C, chronic	391	391	549	549	360	360	9.14	4.89	↓X	
Invasive Pneumococcal Disease	97	97	93	93	82	82	1.08	1.11	↑	
Lead Poisoning	43	43	53	53	87	87	0.62	1.18	↑X	
Legionellosis	3	3	9	9	5	5	0.09	.	-	
Listeriosis	1	1	0	0	0	0	.	.	-	
Lyme Disease	2	2	1	1	0	0	.	.	-	
Malaria	0	0	1	1	0	0	.	.	-	
Meningitis, Aseptic	8	8	4	4	3	3	0.09	.	-	
Meningitis, Bacterial Other	1	1	4	4	3	3	.	.	-	
Meningitis, Fungal	2	2	0	0	1	1	.	.	-	
Streptococcal Toxic Shock Syndrome (STSS)	12	12	11	11	9	9	0.12	.	-	
Tuberculosis, Active	20	20	15	15	19	19	0.22	0.26	↑	

*Use of illness onset date in data aggregation for cases other than STD or TB (since Jan-2013) causes changes in cases reported here from previously released reports. Numbers are provisional including confirmed, probable, and suspect cases that are reportable to CDC. HIV/AIDS/TB case counts are provided on a quarterly basis. Rate suppression denoted by '.' for rates corresponding to case counts < 12.

~Diseases not reported in the past five years (aggregate data) and not reported during the current reporting period are not included in this report.



~Confidence intervals (not shown) for the quarterly disease incidence rates provided a basis for an informal statistical test to determine if the current quarterly rates changed significantly from those of the previous 5-year aggregated rates. Black Arrows indicate directional change only and do not represent statistical significance. Green text represents rates that decreased significantly, whereas red text represents rates that increased significantly. Statistically significant changes are indicated by 'X.'



Memorandum

Date: May 28, 2026

To: Southern Nevada District Board of Health

From: Christopher D. Saxton, MPH-EH, REHS, *Director of Environmental Health* 
 Cassius Lockett, PhD, *District Health Officer* 

Subject: Environmental Health Division Monthly Report

I. FOOD OPERATIONS PROGRAM

ENVIRONMENTAL HEALTH Food Operations Program – Fiscal Year Data

Food Operation Services	April 2025	April 2026		FY 24-25	FY 25-26	
Routine Inspections	2,792	2,217	↓	22,192	22,032	↓
Reinspections	211	197	↓	1,719	1,800	↑
Downgrades	217	138	↓	1,619	1,711	↑
Closures	16	7	↓	133	125	↓
Special Events	76	93	↑	711	803	↑
Temporary Food Establishments & Tasting Event Booths	832	779	↓	7,577	7,191	↓
TOTALS	4,144	3,431	↓	33,951	33,662	↓

- ↑ (Up Arrow) - Indicates an increase compared to the previous period.
- ↓ (Down Arrow) - Indicates a decrease compared to the previous period.
- (Right Arrow) - Indicates no significant change compared to the previous period.

1. Enforcement Actions and Investigations:

- A. **Subway #3363, 4925 Boulder Hwy.:** On April 2, the facility was closed for an Imminent Health Hazard (IHH), no hot water. The inspector documented 10 demerits. The facility was reinspected and reopened with zero demerits on April 3.
- B. **Awesome Thai, 870 Sierra Vista Dr.:** On April 8, the facility was closed for an IHH, lack of adequate refrigeration. The inspector documented 45 demerits. The facility was reinspected and reopened with three demerits on April 13.

- C. **The Park Beerhaus Bar Annual Itinerant Low-Risk, 3970 S. Las Vegas Blvd.:** On April 9, the permitted area was closed for an IHH, improper disposal of wastewater. The inspector documented 13 demerits. The permitted area was reinspected and reopened with zero demerits on April 10.
 - D. **Brewdog Bar 4FL at Showcase, 3767 S. Las Vegas Blvd.:** On April 9, the permitted area was closed for an IHH, improper disposal of wastewater. The inspector documented 16 demerits. The permitted area was reinspected and reopened with zero demerits the same day.
 - E. **Sea D'Bou, 6250 Mcleod Dr.:** On April 16, the facility was closed for an IHH, lack of adequate refrigeration. The inspector documented 21 demerits. The facility was reinspected and reopened with zero demerits on April 17.
 - F. **Terrible Herbst #174 Deli, 1101 W. Sunset Rd.:** On April 16, the permitted area was closed for an IHH, no hot water. The permitted area was reinspected and reopened with zero demerits on April 23.
 - G. **Holiday Inn Express Continental Bar, 4035 N. Nellis Blvd.:** On April 22, the facility was closed for an IHH, other conditions or circumstances that may endanger public health. The permitted area was in operation during active construction. The inspector documented six demerits. The facility was reinspected and reopened with zero demerits on April 28.
 - H. Staff conducted unpermitted food vending complaint investigations with representatives from Clark County Business License, City of North Las Vegas Business License, and the North Las Vegas Police Department.
 - I. Staff closed 22 unpermitted food vending complaint investigations.
2. **Supervisory/Managerial Conferences:**
- A. Conferences were held with the following facilities: Kusina Ni Lorraine II, 3275 W. Ann Rd.; and Noodle Pot, 4215 Spring Mountain Rd.

ENVIRONMENTAL HEALTH Outbreak Support – Fiscal Year Data

Outbreak Support	April 2025	April 2026		FY 24-25	FY 25-26	
Foodborne Illness Investigations	12	8	↓	82	73	↓
Legionella Travel Associated Investigations	1	2	↑	14	13	↓
Legionella Residential Investigations	4	0	↓	13	19	↑
Childhood Elevated Blood Lead Levels	1	1	→	8	11	↑
Healthcare Associated Infections	0	2	↑	0	17	↑

3. **Legionella Response:**
- A. Residential Legionella investigations began in January 2020 as part of a Centers for Disease Control and Prevention (CDC) grant-funded project. A residential investigation is prompted by a resident becoming ill and the investigation is conducted in their home.
 - B. Travel-associated investigations are prompted by a visitor who became ill after staying at a permitted public accommodation. An investigation is conducted at the hotel(s) they stayed at while in town.
4. **Foodborne Illness Response:**
- A. **Subway, 1620 Boulder City Pkwy.:** On April 2, staff responded to a confirmed case of Salmonella. Staff observed risk factors that could lead to illness including improper handwashing practices; food held at improper temperatures; and refrigeration equipment in disrepair. The inspection resulted in a B downgrade. The facility passed its reinspection with an A grade.

- B. McDonalds, 8425 Centennial Pkwy.:** On April 6, staff responded to a confirmed case of Shigella. Staff observed risk factors that could lead to illness including improper handwashing practices and preparation of food by an ill worker. The inspection resulted in a B downgrade. The facility passed its reinspection with an A grade.
- C. Buffalo Wild Wings, 7430 S. Las Vegas Blvd.:** On April 9, staff responded to a confirmed case of Shiga toxin-producing E. coli (STEC). Staff observed risk factors that could lead to illness including improper handwashing practices. The inspection resulted in an A grade.
- D. Dragon Express, 2288 S. Nellis Blvd.:** On April 14, staff responded to multiple reports of illness. Staff observed risk factors that could lead to illness including improper handwashing practices; food improperly cooled; and washing of food contact surfaces without sanitizer. The inspection resulted in a B downgrade. The facility passed its reinspection with an A grade.
- E. Vdara Employee Dining Room, 2600 W. Harmon Ave.:** On April 15, staff responded to a confirmed case of Salmonella. Staff observed risk factors that could lead to illness, including food contaminated through contact with unsanitary surfaces. The inspection resulted in an A grade.
- F. Mariana’s, 3631 W. Sahara Ave.:** On April 16, staff responded to multiple reports of illness. Staff observed risk factors that could lead to illness including improper handwashing practices; improper food storage; food improperly cooled; and food held past expiration dates. The inspection resulted in a B downgrade. The facility passed its reinspection with an A grade.
- G. Don Tortaco, 9859 W. Deer Springs Way.:** On April 16, staff responded to a confirmed case of Salmonella. Staff observed risk factors that could lead to illness including food held at improper temperatures; refrigeration equipment in disrepair; and ineffective concentrations used to sanitize food contact surfaces. The inspection resulted in a B downgrade. The facility passed its reinspection with an A grade.
- H. Nora’s Italian, 7729 S. Rainbow Blvd.:** On April 20, staff responded to multiple reports of illness. Staff observed risk factors that could lead to illness including improper handwashing practices; barehand contact with food; food held at improper temperatures; refrigeration equipment in disrepair; food improperly cooled; food held past expiration dates; and improper food storage. The inspection resulted in a C downgrade. A reinspection is still pending.

II. SOLID WASTE AND COMPLIANCE

ENVIRONMENTAL HEALTH Solid Waste Management Authority (SWMA) Illegal Dumping Complaints and Hearing Officer Process – Fiscal Year Data

Illegal Dumping and Hearing Officer Process	April 2025	April 2026		FY 24-25	FY 25-26	
Notices of Violations (New & Remails)	0	9	↑	41	41	→
Adjudicated Hearing Cases	0	0	→	30	25	↓
Total Cases Received	79	73	↓	798	674	↓
Total Cases Referred to Other Agencies	14	18	↑	140	140	→
Hearing Penalties Assessed	\$0	\$0	→	\$43,000	\$22,608	↓

Remails - Notices of Violations that are returned by the postal service and then mailed to a newly found address.

ENVIRONMENTAL HEALTH Restricted Waste Management – Fiscal Year Data

Restricted Waste Management	April 2025	April 2026		FY 24-25	FY 25-26	
Inspections	365	270	↓	2,639	2,619	↓

ENVIRONMENTAL HEALTH Underground Storage Tanks (UST) Full Compliance Inspections – Fiscal Year Data

Underground Storage Tanks	April 2025	April 2026		FY 24-25	FY 25-26	
Compliance Inspections	83	117	↑	708	502	↓
Final Installation/Upgrade/Repair Inspections	5	3	↓	30	25	↓
Closure Inspections	0	2	↑	8	9	↑
Spill Report Investigations	1	2	↑	18	21	↑

ENVIRONMENTAL HEALTH Permitted Disposal Facilities (PDF) Inspections – Fiscal Year Data

Permitted Disposal Facilities	April 2025	April 2026		FY 24-25	FY 25-26	
Inspections	24	14	↓	206	179	↓
Reinspections	1	3	↑	7	7	→

III. VECTOR SURVEILLANCE

ENVIRONMENTAL HEALTH Vector Surveillance and Other EH Services - Fiscal Year Data

Vector Surveillance and Other EH Services	April 2025	April 2026		FY 24-25	FY 25-26	
West Nile Virus Surveillance Traps Set	496	300	↓	3,439	2,385	↓
West Nile Virus Surveillance Mosquitoes Tested	2,355	6,935	↑	47,799	40,370	↓
West Nile Virus Surveillance Submission Pools Tested	233	333	↑	2,933	2,343	↓
West Nile Virus Surveillance Positive Mosquitoes	0	0	→	1,237	545	↓
West Nile Virus Surveillance Positive Submission Pools	0	0	→	42	14	↓
St. Louis Encephalitis Surveillance Positive Mosquitoes	0	0	→	0	0	→
St. Louis Encephalitis Surveillance Positive Submission Pools	0	0	→	0	0	→
Mosquito Activity Complaints	10	56	↑	157	309	↑
Public Accommodations Inspections	35	14	↓	255	282	↑
Public Accommodations Complaints	13	20	↑	168	164	↓
Mobile Home/Recreational Vehicle Park Inspections	5	3	↓	184	157	↓
Mobile Home/Recreational Vehicle Park Complaints	1	2	↑	18	17	↓

A sample pool is a collection of 50 or less female mosquitoes, from the same species and location, combined into a vial for testing. It is used to determine the prevalence and distribution of arboviruses and can be used to trigger mosquito breeding and disease prevention messages.

IV. EH ENGINEERING

1. Solid Waste Plan Review Program (SWPR):

- A. **Permits Issued – None**
- B. **Landfills – Apex Regional Landfill; Boulder City Landfill; Laughlin Landfill; Nellis Air Force Base (Post Closure Monitoring); Timet; Sunrise Mountain (Post Closure Monitoring); and Wells Cargo**
- C. **Facility Applications Being Processed – Recycling Centers (2)**
- D. **Facilities Planned for Approval at DBOH Meetings/SNHD Workshops in May: None**

ENVIRONMENTAL HEALTH Asbestos Permitting Services – Fiscal Year Data

Asbestos Permitting Services	April 2025	April 2026		FY 24-25	FY 25-26	
Asbestos Permits Issued	67	58	↓	684	526	↓
Revised Asbestos Permits Issued	11	2	↓	78	37	↓

ENVIRONMENTAL HEALTH Subdivision Program – Fiscal Year Data

Subdivision Plan Review	April 2025	April 2026		FY 24-25	FY 25-26	
Tentative Maps-Received	20	9	↓	147	122	↓
Tentative Maps-Lot Count	1,406	588	↓	10,219	6,452	↓
Final Maps-Received	21	23	↑	182	206	↑
Final Maps-Lot Count	1,135	1,582	↑	7,337	8,486	↑
Final Maps-Signed	17	25	↑	164	199	↑
Final Maps (Signed)-Lot Count	778	1,294	↑	7,519	7,592	↑
Improvement Plans-Received	19	23	↑	168	207	↑
Improvement Plans-Lot Count	975	1,582	↑	6,999	8,444	↑
Expedited Improvement Plans-Received	1	2	↑	1	4	↑
Expedited Improvement Plans-Lot Count	224	56	↓	224	91	↓

ENVIRONMENTAL HEALTH Individual Sewage Disposal System (ISDS) Program – Fiscal Year Data

Individual Sewage Disposal Systems	April 2025	April 2026		FY 24-25	FY 25-26	
Residential ISDS Permits	10	1	↓	50	45	↓
Commercial ISDS Permits	0	0	→	3	3	→
Commercial Holding Tank Permits	3	3	→	24	16	↓
Residential Tenant Improvements	24	22	↓	180	203	↑
Residential Certifications	0	0	→	0	2	↑
Compliance Issues	8	14	↑	74	96	↑

ENVIRONMENTAL HEALTH Safe Drinking Water Program – Fiscal Year Data

Safe Drinking Water Program	April 2025	April 2026		FY 24-25	FY 25-26	
Public Water System Sanitary Surveys	0	0	→	52	57	↑
Public Water System Violations Issued	10	26	↑	137	112	↓

2. Safe Drinking Water Activity:

A. Seven *coliform* positive results were reported from routine monitoring events. Other than where noted, those samples were *E. coli* negative:

- **Blue Diamond Travel Center H325:** One routine sample was *coliform*-positive. The repeat samples were *coliform*-absent.
- **Lhoist North America:** One routine sample was *coliform*-positive and *E. coli* positive. The repeat samples were *coliform*-absent.
- **Sandy Valley High School Clark County School District (CCSD):** One routine sample was *coliform*-positive and three repeat samples were *coliform*-positive. This triggered a second Level 2 Assessment.

- **Sky Ranch Estates:** One routine sample was *coliform*-positive. The sample was from a backup well which was not in routine operation.
- B. Sandy Valley High School CCSD:** CCSD missed their extended Level 2 Treatment Technique trigger corrective action deadline of April 10 (extension from February 2026). EH staff conducted a second Level 2 Assessment and prescribed additional corrective actions to CCSD via CCSD's Environmental Services team. The school is undergoing formal enforcement by the Nevada Division of Environmental Protection (NDEP) for past due corrective action reporting and public notice certification reporting. Until further notice, the location must continue operating under a precautionary Tier 1 Boil Water Order.
- C.** Staff continued to monitor water hauling activities for multiple public water systems: Trout Canyon; Laker Plaza; Red Rock Campground; Cowboy Trail Rides; Spring Mountain Youth Camp; and the Coyote Springs Golf Course.

V. SPECIAL PROGRAMS

ENVIRONMENTAL HEALTH Special Programs - Fiscal Year Data

Special Programs	April 2025	April 2026		FY 24-25	FY 25-26	
School Facility Kitchen Inspections	125	118	↓	840	900	↑
School Facility Kitchen Complaints	2	0	↓	4	7	↑
School Facility Inspections	137	127	↓	974	1,019	↑
School Facility Complaints	4	3	↓	38	30	↓
Summer Food Service Surveys	0	0	→	0	8	↑
Child Care Facility Inspections	34	17	↓	296	278	↓
Child Care Facility Complaints	9	7	↓	106	91	↓
Body Art Facility Inspections	23	16	↓	471	404	↓
Body Art Facility Complaints	5	3	↓	49	38	↓
Body Art Artist Special Event Inspections	43	47	↑	309	210	↓
Total Program Services Completed	385	338	↓	3,087	2,985	↓

1. Schools:

- A. Legacy High School, 150 W. Deer Springs Way:** Staff investigated a complaint alleging a sewer gas odor in the building. Staff found black residue and tissue debris surrounding a sewer drain located adjacent to the woodshop storage area. The sewage overflow was contained on school property, and facility staff reported that classrooms and interior areas were not impacted. School representatives were informed that all sewage and liquid waste must be disposed of in a manner that is approved by the Health Authority. While SNHD staff were onsite, facility staff adequately cleaned and disinfected the area. The complaint was substantiated.
- B. Elaine Wynn Elementary School, 5655 Edna Ave.:** Staff investigated a complaint alleging an air conditioning outage was causing heat exhaustion symptoms among students and staff. SNHD staff determined that the outage had been reported as required by regulation but had not yet been repaired. Temperatures in the classrooms were compliant with Nevada Administrative Code (NAC) 444. Staff advised school administration to monitor individuals for signs of heat exhaustion,

ensure all children and staff stay hydrated, and to relocate students and staff if classroom temperatures exceed 85°F. The complaint was substantiated.

- C. Signature Preparatory Charter School, 498 S. Boulder Hwy.:** During a routine inspection, staff identified a broken component on a playground structure. Caution tape had been placed around the area to restrict access, but the tape posed a potential entanglement hazard. The tape was removed and the playground was closed. During a follow-up inspection to verify prohibited access to the affected component, a second playground structure was taken out of service because the depth of the shredded rubber surfacing under the structure was less than the required six inches. Sufficient surfacing must be present in all use zones to prevent life-altering injuries. The playground remains closed at this time, pending repairs and reinspection.
- D. French School, 3235 E. Hacienda Ave.:** Staff assisted in an epidemiological investigation after CCSD representatives reported a number of students at the school had developed a gastrointestinal illness. School administration was interviewed regarding their response and sanitation procedures to emetic events. They reported adequate steps were being taken to clean and disinfect the school and a third-party cleaning company was hired for additional disinfecting of the classrooms. Staff determined that CCSD was taking appropriate actions to control the gastrointestinal illness outbreak. The findings of the investigation were shared with the Office of Acute Communicable Disease Control (ACDC).
- E. Eldorado High School, 1139 Linn Ln.:** Staff investigated a complaint alleging that there was a rodent infestation on campus. Staff found ongoing issues with mice dating back three months. School staff have submitted two work orders and have set traps throughout the facility. A representative from CCSD Pest Control recently visited the campus to provide training to custodial staff on proper trap placement but a comprehensive pest evaluation has not been conducted. Rodent droppings were observed in multiple locations along with multiple holes and structural penetrations in ceilings and walls of classrooms and storage areas. Custodial staff are conducting additional cleaning and disinfection before, during, and after school hours in response to the issue. CCSD is required to obtain a comprehensive pest inspection by a licensed pest control operator and submit a report of findings to SNHD. The school must develop and implement a site-specific Integrated Pest Management (IPM) plan to address the source of the infestation. SNHD staff will continue to monitor progress. The complaint was substantiated.
- F. Silver Sands Montessori Charter School, 1841 Whitney Mesa Dr.:** Staff conducted an epidemiological investigation in response to reports from the school of gastrointestinal illness among the students. School staff reported an International Children's Day event, where families provided a variety of foods and beverages prepared in their homes which were shared with students and staff. Students and staff members experienced gastrointestinal illness following the event. Custodial staff were following established procedures for cleaning and disinfecting emetic events. School staff indicated that no additional deep cleaning was planned, as no further on-site incidents had occurred. Adequate handwashing facilities were available and accessible to staff and students. The findings of the investigation were shared with the Office of ACDC.
- G. Lake Mead Christian Academy Elementary School and Lake Mead Christian Ministries 7-12 Grade, 700 E. Lake Mead Pkwy. and 655 E. Lake Mead Pkwy.:** Staff conducted an epidemiological investigation in response to reports of gastrointestinal illness. School custodial staff were following established procedures for cleaning and disinfecting emetic events and had implemented enhanced cleaning

measures in response to the increase in illness among students and staff. One of the two disinfectants being used was not labeled as effective against Norovirus, so school staff were instructed to use an effective disinfectant. The school had adequate handwashing stations available. The findings of the investigation were shared with the Office of ACDC.

2. Child Care:

A. Union Village Kindercare, 1145 Vitality Dr.: Staff investigated a complaint alleging cases of hand, foot, and mouth disease, inadequate handwashing practices, and improper handling and cleaning of toys. Facility administration reported five cases of hand, foot, and mouth disease reported by the parents over a four-week period. No other children displayed symptoms while at the center. Parents were notified to monitor their children for symptoms. Childcare staff have increased cleaning and disinfecting of surfaces and are promoting frequent handwashing. SNHD staff provided reminders related to handwashing procedures, cleaning and disinfection of high-touch items, and sanitation requirements related to toys that may go in children's mouths. The complaint was not substantiated at the time of investigation.

3. Body Art:

A. Diversity - Body Piercing, 4401 N. Rancho Dr.: During a reinspection, staff observed multiple repeat violations that included damaged sterile packaging, lack of Class V indicators in individual sterile packages, and incomplete work sections of patron consent forms. Class V indicators are monitoring strips used inside sterilization packages to verify completed sterilization processes. The facility remains in a noncompliant status. A second reinspection is still pending.

B. Affinity Ink – Piercing, 6910 S. Rainbow Ave.: During a routine inspection, staff found that the permit holder was not maintaining documentation as required by the regulations. The latest spore test documentation for the sterilizer was from December 2025. SNHD Regulations require sterilizers to be spore tested every 30 days. Piercing services were suspended until the permit holder conducted a spore test on the sterilizer and provided adequate results to SNHD. The facility was reinspected and found to be compliant.

C. A Shop Piercing Vegas, 3460 E. Sunset Rd.: Staff investigated a complaint alleging that there was an infant in the workplace. The shop owner confirmed that an employee brings an infant to work several days per week. The child, not yet mobile, is kept in the designated employee break room. The child does not come into contact with any equipment, surfaces, or materials used for piercing or sterilization. Staff observed an infant in the break room along with a playpen and other child-related items. No evidence of the child's presence or belongings was found in the piercing room or areas where sterilization activities occur. The complaint was not substantiated.

VI. PLAN REVIEW PROGRAM

ENVIRONMENTAL HEALTH Plan Review Program - Fiscal Year Data

Food Pre-Permitting Services	April 2025	April 2026		FY 24-25	FY 25-26	
Food Safety Assessment Meetings	0	0	→	2	1	↓
Total Pre-Permitting Services	1,127	634	↓	10,328	8,708	↓
New Project Submissions	268	175	↓	2,542	2,383	↓
Completed Projects	399	169	↓	2,533	2,386	↓
Total Service Requests Currently in Pre-Permitting	1,358	1,286	↓			

1. Enforcement Actions and Investigations:

- A. White Castle, 107 N. 4th St.:** During a change of permit holder (CPH) inspection, staff observed violations including Time/Temperature Control for Safety (TCS) food at unsafe temperatures, insufficient hot water at the handwashing sink, and several exterior openings that were not weathertight. SNHD Regulations require hot foods to be held at 135°F or warmer and cold foods at 41°F or colder, handwashing sinks must be provided with hot water at a minimum of 100°F, and all exterior openings must close tightly to prevent weather and pest intrusions. The CPH was approved with stipulations. The Food Operations inspector will follow up on all required corrections.
- B. Alien Pizza, 6731 W. Alexander Rd.:** During a CPH inspection, staff noted that there was an existing indoor grease interceptor installed at the three-compartment sink. Staff referred the new owner to City of Las Vegas Public Works to ensure that they have adequate and approved grease capture. The CPH was approved.
- C. Pho Concept, 4745 Spring Mountain Rd.:** Submitted plans indicated that the new owner intended to use a pre-existing grease interceptor. Staff notified the Clark County Water Reclamation District (CCWRD), which determined that the existing interceptor was not adequate. The applicant was referred to CCWRD for installation of an approved grease interceptor. Following Building Department approval, a final permitting inspection was conducted, and the health permit was approved.
- D. Clean Market IV Drip Lounge at Wynn, 3131 S. Las Vegas Blvd.:** During review of a market application, staff determined that the space was eligible for a health permit exemption. Food sales were secondary to the primary business and all food offered was prepackaged and non-TCS. A survey was conducted, and the health permit exemption was approved.
- E. Only Sinaloa, 855 E. Twain Ave.:** During a final permitting inspection, staff noticed several pieces of traditional, hand-painted ceramic dishes and bowls which were intended to serve food to customers. The owner was notified that the service ware may contain lead and may not be approved for use. The operator chose to remove the plates and bowls from service. An informational flyer related to SNHD's free lead testing service was provided to the owner. The health permit was approved.
- F. Earthbound Roast and Brew, 7770 Duneville St.:** A permit exemption request was denied because the primary business was selling packaged coffee. A permit exemption is granted when the primary business is not related to food sales and the packaged food sales are less than 25% of the total floor space. The owner changed

the business model to sell merchandise and equipment as the primary business, and the permit exemption was approved.

G. Pho Vegas, 4251 W. Sahara Ave.: During a reinspection following a failed CPH inspection, staff observed marked improvement throughout the facility. Food debris under and around equipment had been removed; floor tiles and coving were replaced; holes in walls and ceilings were sealed; and a door sweep was installed. No live pests were observed, and regular pest control services were scheduled. The CPH was approved.

H. Omnia Dayclub at Caesars, 3570 S. Las Vegas Blvd.: Staff conducted a pre-permitting inspection for twelve permits at a new day club. Construction was ongoing at the time of the inspection. Deficiencies included absorbent wall coverings in splash zones of drink equipment; missing light fixtures; gaps and penetrations in walls; missing drink scuppers over ice bins; and missing equipment. All construction must be complete with approved finishes. A final inspection is scheduled.

VII. AQUATIC HEALTH PROGRAM

ENVIRONMENTAL HEALTH Aquatic Health Operations Program - Fiscal Year Data

Aquatic Health Operations	April 2025	April 2026		FY 24-25	FY 25-26	
Total Operation Inspections	760	454	↓	6,685	5,519	↓
Complaint Investigations	31	18	↓	232	268	↑
Inactive Body of Water Surveys	8	16	↑	74	102	↑
Drowning/Near Drowning/Accident Investigations at Permitted Facilities	5	7	↑	39	30	↓
Total Program Services Completed	805	495	↓	7,030	5,919	↓

1. Aquatic Health Operations

A. Emerald Park Apartments, 4545 Pennwood Ave.: A routine inspection conducted as part of a Clark County Multi-Agency Response Team (CMART) action resulted in a 30-day compliance schedule. The pool was management closed, but the enclosure had gaps greater than four inches and the backflow prevention device had not been tested within the last year as required. Backflow prevention devices protect the potable water from cross contamination with the pool water and must be tested by a licensed backflow plumber annually. Proof of compliance is still pending.

B. Platinum Hotel, 211 E. Flamingo Rd.: A routine inspection conducted at the spa resulted in an IHH closure for multiple violations. One gate did not self-latch and the spa had high chlorine. High chlorine concentrations can cause skin, eye, and lung irritation. An improperly working gate can allow unattended access to the enclosure and pose an increased drowning risk for children. Immediate corrections were made, and the spa was reinspected the same day and approved to reopen.

C. Cowabunga Canyon, 7055 S. Fort Apache Rd.: Routine annual inspections were conducted at all ten aquatic venues to prepare the water park for opening. Heater remodel inspections at Cadillac Shores Wave Pool and Pinata Falls, as well as a pump remodel inspection at Boot, Scoot n' Boogie were finalized. All critical violations were addressed at this visit and currently the water park does not have any open compliance schedule deadlines. The water park will receive multiple

unannounced visits throughout the summer to evaluate lifeguards and water chemistry.

- D. Tropicana Palms Mobile Home Park, 6420 E. Tropicana Ave.:** A routine inspection conducted at the spa resulted in an IHH closure due to low chlorine. Improperly disinfected water exposes bathers to pathogens that can make them sick. Immediate corrections were made, and the spa was reinspected the same day and approved to reopen.
- E. Americana Palos Verdes, 4050 Palos Verdes St.:** A routine inspection conducted at the pool resulted in an IHH closure for multiple violations. The gate did not self-latch and the pool had low chlorine. Immediate corrections were made, and the pool was reinspected the same day and approved to reopen.
- F. Aura Apartments, 3240 W. Harmon Ave.:** A routine inspection conducted at the pool resulted in an IHH closure due to low chlorine. Immediate corrections were made, and the pool was reinspected the same day and approved to reopen.
- G. Platinum Hotel, 211 E. Flamingo Rd.:** A routine inspection conducted at the pool resulted in an IHH closure due to underwater light wiring that was exposed to bathers. The light fixture was at the bottom of the pool. Exposed wiring underwater presents a severe life-threatening electrocution risk. Immediate corrections were made, and the pool was reinspected the same day and approved to reopen.
- H. Silverado Village, 3750 Arville St.:** A routine inspection conducted at the pool resulted in an IHH closure due to high cyanuric acid. High cyanuric acid inhibits the effectiveness of chlorine. The pool remains closed at this time.
- I. The Equestrian by Picerne, 10701 S. Eastern Ave.:** A routine inspection conducted at the spa resulted in an IHH closure due to low chlorine. Immediate corrections were made, and the spa was reinspected the same day and approved to reopen.
- J. Chateau Versailles, 10550 W. Alexander Rd.:** A routine inspection conducted at the spa resulted in an IHH closure due to high chlorine and cyanuric acid. Immediate corrections were made, and the spa was reinspected the same day and approved to reopen.
- K. Tripoly at Stephanie, 1346 Grass Creek Ave.:** A routine inspection conducted at the pool resulted in an IHH closure due to a gate that did not self-latch. Immediate corrections were made, and the pool was reinspected the same day and approved to reopen.

**ENVIRONMENTAL HEALTH Aquatic Health Plan Review
Program - Fiscal Year Data**

Aquatic Health Plan Review	April 2025	April 2026		FY 24-25	FY 25-26	
Total Pre-Permitting Services	874	576	↓	5,263	4,262	↓
New Project Submissions	182	147	↓	1,435	1,513	↑
Completed Projects	177	163	↓	1,060	1,273	↑
Total Projects Currently in Plan Review	636	673	↑			

2. Aquatic Health Plan Review:

- A. Pleasant Hills Pool, 5575 Pleasant Hill Ave.:** A suction outlet fitting assembly (SOFA) remodel inspection failed because the plumbing configuration did not align with the manufacturer-specified configuration. The contractor made corrections and the reinspection was approved.

- B. Paradise Park, 4770 Harrison Dr.:** During a pre-plaster inspection for a remodel, staff found that unapproved pumps had been installed. An additional review was needed to determine system compliance. Additional documentation was submitted and approved.
- C. Omnia Dayclub, 3570 S. Las Vegas Blvd.:** During a lighting and pre-plaster inspection, staff found insufficient lighting for the aquatic facility and equipment room. A reinspection is scheduled. The permit holder was granted permission to continue construction with a security plan in place to eliminate the risk of unauthorized access to the aquatic facility.
- D. Ford Apartments, 8680 S. Ensworth St.:** A pre-plaster inspection of the spa resulted in a compliance schedule since the depth markers were missing. If depth markers are not present, bathers can be injured when using the aquatic venue. The inspection was approved following documentation verifying that the depth markers had been installed.

VIII. TRAINING OFFICE

- 1. Training Office staff created Accela guidance documents for industry.
- 2. Staff provided onsite intervention training to: Cheesetime Italian Fusion, 8125 W. Sahara Ave.

IX. REGULATORY SUPPORT

- 1. Regulatory Support Office staff participated in or performed the following activities and participated in the following external meetings: Association of Food and Drug Officials Food Protection Education Resource Collection Committee and Local Retail Training Focus Group; National Environmental Health Association Environmental Health Leadership Academy mentor meetings; Conference for Food Protection (CFP) Food Safety Culture at Retail Committee meetings; CFP Program Standards Committee meetings; CFP Food Safety Management System Committee meetings; Retail Program Standard Symposium Content and Education Committee meeting; Risk Factor Study planning meetings; Western States Program Standard 5 Workshop; and assisted with full implementation of Accela, including development of user guides.
- 2. Staff attended Accela training.
- 3. Staff attended the Utah Food Safety Task Force Conference on April 1-2.
- 4. Staff attended and presented at the Retail Program Standards Symposium on April 20-22.
- 5. Staff attended the in-person CFP Board meeting in Grand Rapids, Michigan on April 28-29.
- 6. Special Processes and Label Review staff met with various operators in-person and in a virtual setting, via phone calls and virtual platform meetings, regarding submission of labels for review, waivers, operational plans, and Hazard and Critical Control Point plans.
- 7. Special Processes staff received three new submissions and released four special process files affecting four facilities. There are currently 12 files in review.
- 8. Label Review staff received four new submissions and released three label files consisting of 251 labels. There are currently 21 active files in review.
- 9. Cottage Food Operations staff completed 47 new registrations, four updated registrations, and 115 new inquiries, frequently with multiple follow-up inquiries per individual.

Memorandum



Date: May 28, 2026

To: Southern Nevada District Board of Health

From: Lourdes Yapjoco, MSN-PH, RN, CCM, Director of Public Health & Preventive Care *LY*
Cassius Lockett, PhD, District Health Officer *CL*

RE: PUBLIC HEALTH & PREVENTIVE CARE BOARD OF HEALTH REPORT – April 2026

The Public Health and Preventive Care (PPC) Division is dedicated to protecting and promoting the health of our community. Through a range of clinical services, programmatic initiatives, and community outreach efforts, PPC works to prevent disease, support wellness, and ensure access to essential resources for all residents. Our goal is to create a healthier, more equitable community by addressing public health needs with care, collaboration, and evidence-based practices.

I. Immunization Program

A. Immunization Program Activities

1. During National Infant Immunization Week (NIIW), observed April 20–27, 2026, the Southern Nevada Health District highlighted the importance of on-time childhood vaccinations for children age two and younger. As part of the campaign, SNHD hosted special “Mama Bear, Papa Bear” immunization clinics that provided free or low-cost vaccines, educational resources, and family giveaways to support increased community awareness and access to preventive healthcare services. A total of 32 patients were seen during the NIIW clinic events, and 81 vaccines were administered across SNHD’s four public health centers.
2. In April 2026, the CDC reaffirmed and restored the July 2, 2025 recommended immunization schedules for children, adolescents, and adults following federal review and court-directed action. Immunize.org reported that the restored schedules continue to support routine, on-time vaccination practices and provide updated clinical guidance for healthcare providers. The schedules include ACIP-adopted recommendations and addenda issued in July 2025, which incorporated updated guidance for several vaccines and immunization practices.
3. During the reporting period, a total of 1,282 clients were seen across the four public health centers. In total, 2,790 vaccines were administered to individuals in the Southern Nevada community.
4. The four public health centers have maintained the capacity to accommodate same-day appointments. A total of 277 same-day appointments were provided across the centers during this reporting period.

B. Immunization Outreach Activities

1. Immunization outreach clinics in April 2026 - 10 clinics, 198 vaccines were administered to 83 clients. The clinics were held at CCSD Family Support Center, CCSD schools, Mexican Consulate, Harm Reduction, CCDC, and at the Centennial Hills Community Center -Passport Fair.

II. Community Health Nursing

A. Nursing Education

There was one (1) CEU and thirteen (13) certificates of attendance awarded for the Skill Fair workshops in the month of April.

B. Maternal Child Health

The Maternal Child Health (MCH) Nurse for Lead and Newborn Screening received 0 referrals for elevated blood lead levels and no newborn screen referrals for the month of April. There are six (6) active clients enrolled in the Lead program right now. The MCH nurse has been helping the Healthy Start program and completed ten (10) joint home visits with the community health workers.

C. Nurse Family Partnership (NFP)

The Southern Nevada Health District Nurse-Family Partnership (NFP) has 111 active families. Fifty-four are participating in the Maternal Infant and early Childhood Home Visiting (MIECHV) Program and seven (7) are participating through the Temporary Assistance for Needy Families (TANF) funding. Both grants from the Nevada Division of Public and Behavioral Health. The TANF Team is fully assembled and now has a Lead and three (3) Nurse Home Visitors (NHV) to provide services to pregnant first-time mothers who are receiving Medicaid, EBT, and WIC benefits. All the teams are participating in many community events and outreach to spread the word about our programs and to learn about other programs and services like medical, mental health, nutrition, housing, and employment resources that can help our enrolled clients.

D. Healthy Start Initiative- Enhanced

The Southern Nevada Health District's Healthy Start (HS) Initiative Program is supported by the Health Resources and Service Administration (HRSA) of the U.S. Department of Health and Human Services (HHS). There were 70 families served in April 2026

In-person program outreach was conducted at the Children's Cabinet, Volunteers in Medicine of Southern Nevada, The Harbor, Cherishes legacy Academy, Andre Agassi Boys and Girls Club, See My Baby Ultrasound, The Obodo Collective, West Las Vegas Library, Jeremiah Program Site, Mario's Westside Market, FLEX, Innovative Women's Care, Carter's, Las Vegas Pediatrics – Sahara location, La Petite Academy, Sahara West Library, Serenity Birth Center, Mirabelli Community Center, West Charleston Library, Happy Kids Pediatrics, and Doolittle Community Center. Program outreach was also conducted at various DWSS locations.

We successfully held our 2nd Annual Mama and Papa Bear Clinic here at SNHD, which was an educational event for moms and families. A few community partners also participated in this event and were able to provide car seat education, children's books, and diapers to the attendees.

E. Embracing Fatherhood

Embracing Fatherhood home visiting program continues to support father's and father figures with children 0-3 in the greater Las Vegas area. Currently, there are a total of seven (7) active families enrolled in the Embracing Fatherhood program. During the month of April, the Program Project Coordinator attended the Acelero Wellness Community Health Fair to promote the Embracing Fatherhood program. Additionally, the program's Community Health Worker (CHW) provided in-person outreach at YMCA Meadows, Cambridge Community Center: Nevada Health Centers/ WIC, Family Project, Sunrise Children's Foundation, Help of Southern Nevada, Cambridge Rec Center, Nevada Health Centers WIC (Decatur), Sunrise Children's Foundation WIC- Meadows, Pearson Community Center, Acelero MLK Center, Doolittle Community Center, West Las Vegas Library, Nevada Health Center MLK, James Gibson Library, and Melvin Ennis Rec Center.

III. Sexual Health Outreach and Prevention Program (SHOPP)

- A. Express Testing (ET) is a program that conducts testing for sexually transmitted infections (STI's) for asymptomatic patients, without requiring a provider exam. ET completed 221 screening encounters for the month of April. Patients who test positive for STI results are guided to appropriate treatment, primarily to SNHD's Health Center or referred according to patient preference.

- B. The **Congenital Syphilis Case Management Program (CSCMP)** is a program to address the high rate of congenital syphilis in the community. The CSCMP nurses, in coordination with perinatal Hep B and HIV programs, continue to meet monthly to plan future targeted education sessions to increase knowledge and awareness of these diseases and available resources. The team is currently serving 41 active clients.
- C. SHOPP houses the **Complex STI Navigation services (C-STIN)** including the **Neurosyphilis Emergent Onsite Navigation (NEON)** program, which provides critical linkage services to patients suspected of neurosyphilis, and **Home Administered Treatment for STI's (HATS)**, which delivers STI treatment in the field for patients who are unable to access clinic-based care. There were four new referrals for complex STI services in March. Two clients were successfully navigated for NEON services.
- D. The SHOPP **Rapid PREVENT** program has a total of 24 enrolled clients, with the goal of HIV prevention. CHW's for this initiative work collaboratively with Express Testing to assess and provide linkage to care services and community resources. Rapid PREVENT CHW's and four SHOPP CHW's attended a JSI sponsored training provided by CHW, Durrell Fox, entitled "Community Health Workers – Building Strong Relationships and Trust, Supporting Clients in Addressing Needs and Achieving Shared Goals".
- E. SHOPP's **Pathways to Better Health (PBH)** program serves pregnant/postpartum mothers and follows until the infant turns one year of age. The Community Health Workers support, educate and provide linkages and referrals with the goal of improving health outcomes during and after pregnancy for both moms and babies. This program now has a total of 46 active clients.

IV. Street Medicine (SM) – Introduction of New Program

- A. Program Launch & Staffing
The Street and Medicine program continues to deliver essential primary care services directly to unhoused individuals- meeting them where they are, in line with the recognized philosophy of street medicine: going to the people and centering their needs. The APRN and Senior Community Health Nurses conduct primary care visits with the added support of two CHWs who focus on engagement and linkage to identified community resources, including housing, insurance and psychosocial services. The team is preparing to kick off Street Medicine at SNHD's State of Public Health event in April, during the Public Health Week event.
- B. Community Engagement & Collaboration
The Street Medicine team in collaboration with Help of Southern Nevada, Whitney Ranch Library, Clean the World, Goodness Gracious, and the Henderson Homeless Response Team to provide primary care services at multiple outreach locations and events for the unhoused.
- C. Approach & Intent
This primary care initiative embraces a harm-reduction and trauma-informed care model—focused on building trust through consistent outreach, nonjudgmental engagement, and accountability in meeting patients where they are. Community partnerships will play an instrumental role in both piloting and scaling the program effectively.
- D. Street Medicine completed 54 primary care visits in April.

V. Tuberculosis (TB) Clinic

TB clinic has Four (4) new adult TB active cases and zero (0) pediatric cases for the month of April 2026.

VI. Employee Health Nursing – April 2026

- A. Employee New Hire and Annual Tuberculosis (TB) testing continues, and annual catchup TB testing is ongoing. Twenty-four (24) Tuberculosis tests were completed.

- B. Employee New Hire and Annual FIT Testing Medical Evaluations continue. Thirteen (13) medical clearances were completed.

- C. Vaccine Administration
 - 1. Employees Total: 4
 - 2. Total vaccines given: 6
 - a) 5 other vaccines
 - b) 1 Hepatitis B Vaccines- Immz Policy (New Hire)

- D. New Hire/Onboarding: Seven (7) new hires were onboarded.

- E. Employee Health Nurse Accomplishments:
 - 1. Held two Skills Fairs 2.0
 - 2. Completed 16 Workforce members TB/ Immunizations credentialing.

- F. Policies and procedures continue to be reviewed and updated.

**Monthly Report
April-26**

Client Encounters by Locations

Location	DECATUR PHC	Bonanza PHC	Henderson PHC	Mesquite PHC	Fremont PHC	UNLV	Homeless Outreach	Other Outreach	School Based Outreach	Mobile Clinic	TOTAL
Immunization Clinics and Outreach	732	271	167	29	0		7	31	45		1,282
Immunization Records Issued and Transcription	165	40	22	6	0						233
SHOPP Express Testing (ET)	155		1	0	11	47	7	0			221
TB Treatment & Control	1,319										1,319
CHN Home Visits ^	288										288
TOTAL	2,659	311	190	35	11	47	14	31	45		3,343

^ Data reporting began 7/1/2025

Client Encounters by Program

Program	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
Immunization Clinics and Outreach**	2,593	1,282	↓	30,553	19,051	↓
Immunization Records Issued and Transcription	289	233	↓	2,915	2,631	↓
SHOPP Express Testing	333	221	↓	2,549	2,003	↓
TB Treatment & Control	1,630	1,319	↓	14,993	12,856	↓
CHN Home Visits^		288	↑		2,640	↑
TOTAL	4,845	3,343	↓	51,010	39,181	↓

^ Data reporting began 7/1/2025

Total Client Immunizations Administered by Locations

Location	DECATUR PHC	Bonanza PHC	Henderson PHC	Mesquite PHC	Fremont PHC	UNLV	Homeless Outreach	Other Immunization Outreach	School Based Outreach	Mobile Clinic	TOTAL
Total Immunizations Administered	1,599	605	334	54	0		18	68	112		2,790

*Includes Family centers, School clinics, and Immunization Outreach BTS clinics

**Includes BTS encounters by clinic, outreach, and COVID teams

Total Client Immunizations Administered by Locations

Program	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
Total Immunizations Administered	7,912	2,790	↓	71,770	44,761	↓

Immunization Clinic and Outreach Programs

	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
Immunizations						
Flu Vaccine Given	616	175	↓	8,493	3,063	↓
COVID Vaccine Given	288	24	↓	3,713	651	↓
TB Skin Test *		7	↑			→
Newborn Screening	1	0	↓	2	6	↑
Immunization Record Review and Release Only*		233	↑			→
Transcription of Immunization Records Only*		25	↑			→
Same Day Appts *		277	↑			→
Referred to Civil Surgeon for Medical Assessment*		0	→			→
Vaccine Counseled **		48	↑			→

*Started data collection 07/01/2025

**Counseled related to travel or routine vaccinations; no vaccine provided at appointment.

	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
Vaccines for Children (VFC)						
Number of VFC Compliance Visits	2	9	↑	42	63	↑
Number of IQIP Visits	0	1	↑	33	36	↑
Number of Follow Up Contacts	90	91	↑	366	555	↑
Number of Annual Provider Training	1	20	↑	46	86	↑
Number of State Requested Visits	20	25	↑	159	164	↑

	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
Perinatal Hepatitis B						
# of Expectant Women	16	11	↓	13	12	↓
# of Infants	57	44	↓	63	50	↓
Total # of Infants Delivered	3	3	→	30	24	↓
New Cases	3	4	↑	39	38	↓
Closed Cases	3	6	↑	67	49	↓

Averages 11/24

	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
Childcare Program						
Childcare Audits	10	6	↓	75	77	↑
Baseline Immunization Rate	80%	76%	↓	79%	80%	↑
# of Final Audits	10	6	↓	75	77	↑
Final Immunization Rate	94%	96%	↑	94%	96%	↑
# of Records Reviewed	734	583	↓	6355	6647	↑

Community Health Program

	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
Nursing Field Services						
MCH Team Home Visit Encounters	20	17	↓	143	166	↑

	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
NFP (Team 1)						
Referrals	22	5	↓	179	152	↓
Enrolled	7	6	↓	83	67	↓
Active	132	104	↓			

	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
NFP (Expansion Team)**						
Referrals	5	13	↑	43	21	↓
Enrolled	2	5	↑	17	7	↓
Active	28	7	↓			

Staff recruitment in process 2026

	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
MCH						
# of Referrals Received	7	1	↓	45	46	↑
# from CPS	6	1	↓	35	34	↓
# of Lead Referrals	1	0	↓	8	8	→
# of Total Admissions	4	1	↓	36	31	↓

	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
Thrive by 0 - 3						
Referrals	29	39	↑	344	417	↑
One-Time Home Visits	2	6	↑	29	56	↑
Enrolled	3	1	↓	26	21	↓
Active	22	14	↓			

	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
Healthy Start						
Referrals	26	32	↑	236	287	↑
Enrolled	8	2	↓	66	57	↓
Active	70	70	→			

	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
Embracing Fatherhood						
Referrals	3	0	↓	6	11	↑
Enrolled	0	0	→	2	6	↑
Active	2	7	↑			

Tuberculosis Program

	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
Tuberculosis						
Number of Case Manager Encounters^		184	↑		1,104	↑
Number of Unduplicated Clients Seen by a Provider^		33	↑		461	↑
Number of Clients encounters by TB Clinic Nurse^(duplicated patients)		395	↑		3,861	↑
Number of Monthly Electronic Disease Notifications Clinic Clients (Class B)	85	75	↓		737	↑
New Active Clients^		5	↑		62	↑
Number of Clients Receiving LTBI Treatment^		275	↑		2,717	↑
Outreach Activities during the Month - Presentations, Physician Visits, Correctional Visits, etc.	7	6	↓		63	↑
Directly Observed Therapy (DOT) Field, clinic and televideo encounters	1,630	1,286	↓		12,147	↑

^ No data available; data reporting started 7/1/2025

Sexual Health Outreach and Prevention Program (SHOPP)						
SHOPP - Express Testing (Asymptomatic Patients)	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
# of Screening encounters	333	221	↓	2,549	2,003	↓
# of Clients Screened	333	221	↓	2,549	1,996	↓
# of Clients with positive STI identified	63	17	↓	248	218	↓
STI Positivity Rate %*		8	↑		11	↑
SHOPP All CHW Linkages	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
# of clients referred to Linkage	12	14	↑	175	187	↑
# of clients linked to care	11	14	↑	170	187	↑
SHOPP- Congenital Syphilis Case Management Program (CSCMP)	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
# of Referrals (pregnant, post-partum, infants)	12	11	↓	79	93	↑
# of Clients enrolled in CM	8	6	↓	54	56	↑
# of Active pregnant/ postpartum clients (current caseload)	42	30	↓			
# of Infants being followed	18	11	↓			
# of Provider/ Community trainings	2	0	↓	29	29	→
SHOPP -Services for Unhoused Patients with Resources and Engagement in core (SURE)	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
# of Outreach events	9	2	↓	56	50	↓
SHOPP- Complex STI Navigation	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
# of Clients referred	8	4	↓	44	51	↑
# of Clients navigated	7	2	↓	40	39	↓
# of Home administered treatment of STI (HATS)*	24	3	↓	49	41	↓
*No data available; data reporting started 7-1-2025						
Non- cumulative						

* 2 HATS for CSCMP

Street Medicine Program

Street Medicine	Apr 2025	Apr 2026		FY 24-25	FY 25-26	
Number of Clients Engaged^		57	↑		183	↑
Number of Primary Care Initial Visits^		31	↑		110	↑
Number of Primary Care Follow Up Visits^		23	↑		51	↑
Number of Referrals / Linkage to Resources^		9	↑		42	↑

^ No data available; data reporting started 1/1/2026

From: [Carroll, Ishmael](#)
To: [Andria Cordovez Mulet](#)
Subject: Submit Statement for Record
Date: Thursday, May 28, 2026 11:12:25 AM

Good morning Chair and members of the Southern Nevada Health District Board of Health.

My name is Ishmael Carroll, and I work for the Office of Congressman Horsford.

Thank you for your continued community outreach and for the work you do to keep Southern Nevada informed, engaged, and healthy.

I also want to briefly recognize the bipartisan “HR 7884 Healthcare is Human Act” introduced by Congressman Steven Horsford and to support healthcare professionals serving rural and underserved communities

Healthcare depends on people, and supporting the workforce that serves our residents must remain. This legislation aims to alleviate workforce burnout, reduce turnover, and financially reward frontline medical workers across Southern Nevada.

In closing, we are an open door office ready to provide letters of supports for federal grants, federal policy discussions, and partner for community outreach to healthcare equity in the district.

Respectfully,

Ishmael Carroll
Sent from my iPhone