



MINUTES

SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING

August 27, 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 Nemec, Vice-Chair – At-Large Member, Physician (*in-person*)
Nancy Brune, Secretary – Council Member, City of Las Vegas (*via Teams*)
Bobbette Bond – At-Large Member, Regulated Business/Industry (*in-person*)
Pattie Gallo – Mayor Pro Tem, City of Mesquite (*via Teams*)
Joseph Hardy – Mayor, City of Boulder City (*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 (*via Teams*)
- ABSENT:** April Becker – Commissioner, Clark County
- ALSO PRESENT:** Linda Anderson, Toluwanimi Babarinde, Christopher Boyd, Zach Brooksher,
(In Audience) Maya Holmes, Scott Kerbs, Deborah Kuhls, Donna Laffey, Cameron Pfand,
Maddie Proctor, Bradley Mayer, Lisa Rogge, Stacie Sasso, Todd Sklamberg
- EXECUTIVE SECRETARY:** Cassius Lockett, PhD, MS, District Health Officer
- LEGAL COUNSEL:** Heather Anderson-Fintak, General Counsel
- STAFF:** Kevin Abbott, Malcolm Ahlo, Adriana Alvarez, Kristen Anderson, Emily Anelli,
Anna Angeles, Tanja Baldwin, Tawana Bellamy, William Bendik, Todd Bleak,
Danielle Bohannon, Murphy Boudreaux, Cory Burgess, Daniel Burns, Victoria
Burris, Erin Buttery, Joe Cabanban, Nancy Cadena, Andria Cordovez Mulet,
Lauran DiPrete, Jason Frame, Kimberly Franich, Tamara Giannini, Tina Gilliam,
Xavier Gonzales, Cheri Gould, Jacques Graham, Alyssa Hall, John Hammond,
Amineh Harvey, Richard Hazeltine, Raychel Holbert, Carmen Hua, Dustin
Johnson, Jessica Johnson, Rebecca Johnson, Stacy Johnson, Christina
Joshua, Horng-Yuan Kan, Micah King, Bob Kingston, Nami Kremer, Theresa
Ladd, Kit Lam, Dann Limuel Lat, Annie Lin, Sandy Luckett, Cassondra Major,
Jonas Maratita, Blanca Martinez, Roni Mauro, Meily, Marco Mendez, Kimberly
Monahan, Corey Morrison, Todd Nicolson, Brian Northam, Veralynn Orewyler,
Laura Palmer, Kyle Parkson, Neleida Pelaez, Kaylina Penksa, Shannon
Pickering, Luann Province, Vivek Raman, Emma Rodriguez, Larry Rogers,
Alexis Romero, Jacqueline Rombero, Chris Saxton, Dave Sheehan, Cameron
Smelcer, Randy Smith, Betty Souza-Lui, Ronny Soy, Ronique Tatum-Penegar,
Candyce Taylor, Greg Tordjman, Renee Trujillo, Jorge Viote, Donnie Whitaker,
Tiana Wright, Edward Wynder, Merylyn Yegon, Susan Zannis, Lei Zhang

I. CALL TO ORDER and ROLL CALL

The Chair called the Southern Nevada District Board of Health Meeting to order at 9:02 a.m. Andria Cordovez Mulet, Executive Assistant, administered the roll call and confirmed quorum.

II. PLEDGE OF ALLEGIANCE

III. OATH OF OFFICE

Ms. Cordovez Mulet administered the Oath of Office to Chair Black and Vice-Chair Nemec.

IV. RECOGNITIONS

1. Southern Nevada Community Health Center

- 2026 HRSA Community Health Quality Recognition (CHQR) Badges – (i) Improving Health Care Access, and (ii) Advancing Health Information Technology (HIT) for Quality

The Chair recognized the Southern Nevada Community Health Center, our Federally Qualified Health Center (FQHC), for being awarded two Community Health Quality Recognition Badges by HRSA - (1) Improving Health Care Access, and (2) Advancing Health Information Technology (HIT) for Quality. These badges recognize awardees that have made notable achievements in the areas of access, health information technology, and social risk factors screening using Uniform Data System data from the most recent reporting period. Many thanks to the staff of the Community Health Center for your steadfast commitment to providing quality primary health care services to our community. On behalf of the Board of Health, the Chair congratulated staff on these well-deserved awards.

2. Southern Nevada Health District – August Employee of the Month

- Alyssa Hall

The Chair recognized the August Employees of the Month. The Health District, and the Board of Health, recognize those employees that 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 Board of Health, the Chair congratulated the employee on this recognition.

V. 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.

Dr. Deborah Kuhls, Chief of Trauma at University Medical Center (UMC), Professor of Surgery at the Kirk Kerkorian School of Medicine at UNLV, and Chair of the Regional Trauma Advisory Board, addressed the Board of Health regarding the agenda item concerning trauma catchment areas. She stated that the Regional Trauma Advisory Board (RTAB) and the Trauma Medical Audit Committee (TMAC) had not discussed the topic and expressed concern that changes to catchment areas could negatively affect trauma care, physician training in Nevada, and the military-civilian training partnership involving the U.S. Air Force. Dr. Kuhls also referenced

previous statements made in 2025 indicating there were no plans to seek changes to catchment areas and asked who had requested that the catchment areas be altered.

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

VI. ADOPTION OF THE AUGUST 27, 2026 MEETING AGENDA *(for possible action)*

A motion was made by Member Nielson, seconded by Member Nemec, and carried unanimously to approve the August 27, 2026 Agenda, as presented.

VII. 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: July 23, 2026 *(for possible action)*

A motion was made by Member Nielson, seconded by Member Kirkpatrick, and carried unanimously to approve the August 27, 2026 Consent Agenda, as presented.

VIII. 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.

There were no items heard.

IX. REPORT / DISCUSSION / ACTION

1. Receive, Discuss and Approve the Southern Nevada District Board of Health Committee Membership; direct staff accordingly or take other action as deemed necessary *(for possible action)*

The Board of Health was provided with a summary of the Committee Participation Interest Forms received and the current composition of the committees.

Member Marilyn Kirkpatrick expressed concern about recurring committee quorum issues, noting that several matters had recently been advanced directly to the Board of Health because committees were unable to meet. She emphasized the importance of committee members fulfilling their commitments and questioned the effectiveness of maintaining committees that consistently fail to achieve quorum. Member Kirkpatrick asked about the process for dissolving committees if participation remains insufficient and suggested the issue should be addressed if the trend continues.

The Chair emphasized that both standing and ad hoc committees are intended to conduct detailed review of specific issues and provide meaningful recommendations to the Board of Health. He noted that fulfilling this purpose requires active participation and commitment from committee members. The Chair highlighted the Finance Committee as one of the most critical meeting committees and stated that virtual attendance options are available to help members participate and maintain quorum.

A motion was made by Member Kirkpatrick, seconded by Member Nielson, and carried unanimously to approve the composition of the Southern Nevada District Board of Health committees as follows:

<u>At-Large Member Selection Committee (Term 2026-2028)</u>	<u>DHO Annual Review Committee</u>	<u>DHO Succession & Planning Committee (inactive)</u>	<u>Finance Committee</u>	<u>Nomination of Officers Committee</u>
S. Black B. Bond N. Brune F. Nemec	S. Black N. Brune J. Hardy S. Neilson	S. Black B. Bond J. Hardy F. Nemec	S. Black B. Bond N. Brune M. Kirkpatrick S. Nielson S. Summers-Armstrong	B. Bond N. Brune M. Kirkpatrick S. Nielson

Member Hardy joined the meeting at 9:21 a.m.

2. Receive and Discuss the Southern Nevada Public Health Laboratory (SNPHL) Expansion Budget and Approve Recommendations to the Southern Nevada District Board of Health on August 27, 2026

- a. Review and Approve 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. with the understanding that amendments will be forthcoming;**

direct staff accordingly or take other action as deemed necessary *(for possible action)*

As the Finance Committee Chair, Member Nielson reported that the Finance Committee conducted an extensive review of the proposed laboratory expansion, including the project's scope, space needs, budget, and financing options. He stated that the committee recommended approval of the proposal but believed the project was significant enough to warrant a presentation to the Board of Health. The presentation was requested to ensure all Board members understood the project parameters and the Health District's financial position before making a final commitment.

Bob Kingston, Chief Facilities Officer, provided an update on the Southern Nevada Public Health Laboratory Biosafety Level 3 (BSL-3) expansion project, noting that the project is intended to enhance the laboratory's current and future capabilities. He stated that the update was a follow-up to the presentation given at the May Board of Health meeting and would cover three areas: the status of facility design and construction, the purpose and future capabilities of the laboratory expansion, and the project's financial management plan. Mr. Kingston proceeded with a high-level project overview.

Member Nielson inquired as to the proposed construction cost of approximately \$1,555 per square foot. Mr. Kingston explained that the elevated cost was largely driven by the specialized HVAC and mechanical systems required for a BSL-3 laboratory. The CDC recommends specialized ventilation systems designed to maintain negative pressure and directional inward airflow, ensuring that air flows from clean areas into laboratory spaces that potentially contaminated exhaust air is not recirculated to other occupied areas. These systems must operate continuously to maintain required containment conditions and environmental stability. The generally recommended operating temperature range is between 68 and 75 degrees Fahrenheit for occupant comfort and equipment stability. Dr. Horng-Yuan Kan, Laboratory Director, added that the facility must also incorporate specialized security features, negative-pressure air controls, and dual HEPA filtration systems to ensure contaminants are not released into the environment, all of which contribute to higher construction costs. Member Hardy inquired how the new facility would address poor outdoor air quality, such as smoke events. Mr. Kingston responded that the laboratory's advanced filtration systems are designed to remove particulate matter from incoming outside air, helping maintain a safe indoor environment.

Member Kirkpatrick expressed concern about the overall project cost and asked whether the proposed BSL-3 laboratory was comparable in cost to similar facilities recently constructed in the community, including a nearby UNLV laboratory. She also emphasized the importance of keeping the CMAR project on time and within budget and noted concerns regarding the project's evolution from a proposed building addition to a standalone facility. Mr. Kingston explained that, following the May Board of Health meeting, staff consulted with Whiting-Turner Construction Company, which is also constructing the UNLV laboratory. He noted that while both projects include BSL-3 laboratory components, the UNLV facility contains a significant amount of lower-cost administrative space. As a result, comparing overall cost per square foot can be misleading because it averages specialized laboratory areas with less expensive office space. Mr. Kingston stated that the project team evaluated cost data with Whiting-Turner and confirmed that the proposed project costs were consistent with subcontractor bids and comparable to similar specialized laboratory construction.

Dr. Kan outlined the need for the new facility and William Bendik, Laboratory Manager, highlighted some of the testing that was currently processed in the laboratory and outlined the provisions for future growth.

Member Kirkpatrick emphasized the need for clear communication regarding the project scope and long-term plans, noting concerns that the project had evolved from what she understood to be an expansion of the existing laboratory into the construction of an entirely new facility. She asked how the current BSL-3 laboratory space would be utilized once the new building is operational. Mr. Bendik explained that the existing laboratory was aging, has been cited during Select Agent Program inspections for facility deficiencies, and has limited capacity for additional equipment. He stated that several future uses were being considered, including retaining the space for training purposes, supporting testing of infectious agents requiring negative air pressure, repurposing it as a BSL-2 laboratory, or decommissioning it, depending on future operational decisions. Member Kirkpatrick expressed concern about preserving the value of the existing asset and suggested consideration of revenue-generating uses rather than allowing the space to become an ongoing maintenance liability. Dr. Kan added that the existing laboratory could potentially support future BioWatch program operations, including sample processing and molecular testing activities if those functions

returned to the Health District. Member Kirkpatrick reiterated the importance of documenting the Board of Health's expectations and establishing a clear long-term plan for both the new and existing facilities to avoid future costs associated with maintaining aging infrastructure.

Member Summers-Armstrong inquired whether similar BSL-3 laboratories exist elsewhere in Nevada and how the proposed facility's cost compares to those facilities. Dr. Kan explained that the State Public Health Laboratory in Northern Nevada operates a BSL-3 laboratory; however, the Clark County laboratory was originally established with CDC support to provide local bioterrorism response capabilities within Southern Nevada. Member Kirkpatrick noted that substantial state funding had been directed toward the laboratory facility in Northern Nevada and questioned how the current project scope had evolved, particularly given the construction of another BSL-3 facility nearby. Dr. Kan responded that academic BSL-3 laboratories differ significantly from public health BSL-3 laboratories, explaining that the Health District's facility was designed to support bioterrorism preparedness and public health response rather than academic research.

Dr. Lockett further explained that the Health District's BSL-3 laboratory was uniquely tied to the CDC Select Agent Program and the national Laboratory Response Network. He stated that maintaining this designation allows the laboratory to perform specialized testing for high-consequence pathogens, including anthrax, botulism, plague, tularemia, and certain viral hemorrhagic fevers, and ensures priority access to testing reagents and national response resources. He noted that the existing laboratory has been cited for aging infrastructure and limited space, prompting the need for replacement. Dr. Lockett emphasized that the new facility would significantly expand operational capacity while ensuring continued compliance with federal requirements.

Member Summers-Armstrong acknowledged concerns regarding project costs and scope changes but noted that comparable laboratory investments elsewhere in Nevada have required substantial public funding. She stressed the importance of controlling costs and delivering the project at the best possible value while ensuring the community remains prepared for future public health emergencies.

Member Brune asked about the anticipated timeline for occupying the new facility and requested that future plans for the existing laboratory space be brought back to the Board of Health for discussion and input before final decisions are made. Mr. Kingston stated that construction is expected to be completed in January 2028, followed by approximately 30 to 60 days of final operational preparations, with full laboratory operations anticipated by April 2028.

Member Hardy inquired about funding sources and the potential economic development benefits associated with the facility. He suggested that the laboratory could serve as an asset in attracting medical, biotechnology, and related industries to the region by enhancing public health and security infrastructure. Mr. Kingston indicated that additional information regarding project funding would be presented during the financial discussion and reiterated the anticipated timeline for occupancy and operation of the new laboratory.

Member Summers-Armstrong left the meeting at 9:49 a.m. and did not return.

Member Nielson noted references in the project materials to a potential tenant build-out and requested that any proposals regarding future tenants or build-out opportunities be brought back to the Board of Health for review before decisions are made. He stated that the Board of Health should have an opportunity to evaluate whether any proposed tenant aligns with the Health District's mission and whether the arrangement would be financially beneficial. Member Kirkpatrick asked that when staff returns to discuss any potential tenant build-outs, they also present a comprehensive plan for the future use of the existing laboratory space so the Board of Health can consider both matters together and ensure long-term operational and financial planning is clearly defined.

DJ Whitaker, Chief Financial Officer, presented information on potential funding sources identified to cover the remaining estimated project costs, noting that staff had identified resources to address the approximately \$21.3 million remaining within the project's maximum not-to-exceed budget. During the discussion, Member Kirkpatrick expressed concern with referring to the project as a "lab expansion," stating that the project is the construction of a new laboratory building rather than an expansion of the existing facility. She emphasized that meeting materials and discussions should accurately characterize the project as a new building to ensure clarity and transparency in the public record.

Chair Black left the meeting at 9:59 a.m. and did not return.

Member Kirkpatrick referenced the Health District's previous facility acquisition and questioned whether the external auditors had been consulted regarding the potential use of long-standing reserve funds for the laboratory project. She expressed concern that spending down a fund that has remained on the books for many years could attract auditor scrutiny and suggested that, once its intended purpose has been fulfilled, the fund should be formally closed rather than maintained indefinitely. Ms. Whitaker responded that auditors would likely not be concerned provided the Board of Health formally authorizes the expenditure, noting that similar actions were taken in the past. She explained that the fund is currently labeled as a bond reserve fund, despite the Health District not having bonds. Ms. Whitaker stated that the fund's purpose and structure may need to be revisited in the future. Member Kirkpatrick reiterated her preference for closing the fund once its purpose has been satisfied and returning any remaining resources to broader capital planning efforts rather than maintaining an open reserve account. Dr. Lockett agreed that the fund's long existence could create the perception of an unused reserve and explained that it had originally been intended for future capital asset needs. He stated that staff would work to clarify the fund's purpose and evaluate how best to incorporate it into the Health District's capital funding structure moving forward. Ms. Whitaker further reported that staff had consulted with the State regarding budget augmentation requirements and was advised that a future budget augmentation would be necessary to formally authorize expenditures associated with the project.

Dr. Lockett explained that the projected \$13 million deficit for Fiscal Year 2027 reflects the Health District's required budgeting methodology under Nevada law, which requires full appropriation of anticipated expenditures regardless of whether all expenditures ultimately occur. He noted that historical financial performance over the past three years has consistently shown revenues meeting expectations while actual expenditures have come in below budgeted amounts, resulting in annual surpluses. Dr. Lockett emphasized that the projected deficit represents a budgeting requirement rather than an expectation of actual financial results and that historical trends suggest expenditures are unlikely to reach the full appropriated amount.

Member Nielson sought confirmation that, based on staff's budget assumptions and financial projections, allocating \$11.07 million from the general fund would not jeopardize the Health District's financial stability or its ability to meet Board of Health obligations. Ms. Whitaker confirmed that, even with the proposed allocation, the Health District is expected to maintain sufficient ending fund balances to meet its operational and financial requirements.

Member Kirkpatrick expressed concerns regarding the long-term financial implications of the laboratory project and sought clarification on costs beyond construction, including furniture, fixtures, equipment, staffing, and future operational needs. She noted that while the Board of Health had discussed the projected Fiscal Year 2028 financial challenges, it remained unclear whether all equipment and operational requirements had been fully accounted for. Member Kirkpatrick emphasized the importance of understanding all potential future costs and stated that she did not support returning for additional funding requests after project completion. Mr. Kingston responded that the furniture, fixtures, and equipment (FF&E) required for the laboratory have already been identified and procured. He explained that the items are currently being stored and were purchased earlier to meet applicable spending deadlines. Addressing concerns about exclusions listed in the construction contract, Mr. Kingston clarified that many items were excluded from the contractor's scope because the Health District had separately planned and funded those purchases. He further stated that equipment purchases were funded through previously allocated project funding, including approximately \$445,000 from SB118 funds for equipment. Member Kirkpatrick requested confirmation that all necessary furnishings and laboratory equipment had been included and asked whether additional funding requests could be anticipated in the future. Mr. Kingston stated that the FF&E purchases include items such as laboratory equipment, autoclaves, furniture, fixtures, and related operational components needed to occupy the new facility. Mr. Bendik addressed questions regarding future staffing needs and explained that the laboratory workforce has grown significantly since the pandemic, increasing from approximately 12 to 40 full-time employees. He stated that the current staffing structure provides sufficient capacity to support most existing laboratory operations, and while some additional positions may be needed in the future for new programs, such as BioWatch or expanded testing activities, he does not anticipate growth on the scale experienced during the pandemic. Mr. Bendik emphasized that the new facility is primarily intended to support and enhance the work already being performed by existing staff. Vice-Chair Nemec asked about ongoing costs for supplies and reagents. Mr. Bendik explained that many laboratory operations, testing supplies, reagents, and related equipment are supported through federal and state grant programs, including public health and laboratory-specific funding sources. He noted that future program expansions would likely be accompanied by corresponding grant funding and that many operational costs are currently supported through a combination of grants dedicated to laboratory services. Member Kirkpatrick reiterated the importance of maintaining fiscal discipline and avoiding future requests for additional project-related funding beyond what is currently being proposed.

A motion was made by Member Kirkpatrick, seconded by Member Larson, and carried unanimously to approve the recommendation from the Finance Committee to build a 12,800 SF two story expansion of the Southern Nevada Public Health Laboratory, with an authorized total estimated project cost, not to exceed \$21.3M, and 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., with the following conditions:

1. *Provide regular project updates to both the Board of Health and the Finance Committee on the status of the project.*
2. *Provide a plan for the use of the existing laboratory space before any decisions are finalized.*
3. *Provide a plan for any potential lease or use of future tenant space before committing to a course of action.*
4. *Provide a written list of project costs and items not covered by the \$21.3 million budget, identifying any potential future financial obligations or unfunded components of the project.*

X. 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 recognized Health District staff for their participation in the County's Overdose Awareness Day event. She stated that the Health District played an important role in educating community members about overdose prevention and awareness.

Member Kirkpatrick shared that Dr. Lawrence Weekly had requested outreach regarding youth vaping at a local middle school, citing concerns about vaping within the community. She noted that her staff had begun coordinating with the appropriate contacts and invited Member Summors-Armstrong to participate, given that the school is located within her district.

Member Larson requested that a future agenda include discussion of the Siena Campus/St. Rose Dignity Health application for Level II Trauma Center designation. She noted that TMAC and RTAB had made differing recommendations and expressed interest in understanding staff's position and whether the matter would ultimately come before the Board of Health. She also emphasized the need for trauma services in Henderson, citing the city's growth and the importance of timely access to trauma care. Member Bond stated her understanding that RTAB had previously sought to postpone consideration of additional trauma center designations while litigation involving Sunrise Hospital remains unresolved. She requested clarification regarding the process and emphasized the importance of understanding the trauma system, catchment areas, and the contents of the annual trauma report before further discussions regarding trauma center designations. Heather Anderson-Fintak, General Counsel, clarified that RTAB's action was to decline further consideration of the application at the committee level, rather than to prevent it from coming before the Board of Health. She explained that under the applicable regulations, RTAB and TMAC provide recommendations, while the Board of Health serves as the final decision-making authority. Member Kirkpatrick noted that her recollection of the RTAB discussion differed and requested an offline discussion to clarify the matter, stating that she preferred agenda items to be fully prepared before being presented to the Board of Health. Member Hardy raised questions regarding ambulance transport protocols and trauma center designations, asking whether emergency medical services are required to transport trauma patients only to designated trauma centers or whether patients may be taken to other facilities capable of providing trauma care. Vice-Chair Nemec indicated that the issue would be more appropriately discussed at a future meeting. Member Hardy requested that the topic be placed on a future agenda. Member Bond additionally requested an overview presentation on the new trauma system report for a future Board of Health meeting.

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

- DHO Comments

Dr. Lockett submitted his written report.

- Legislative Update

Emma Rodriguez, Communications and Legislative Affairs Administrator, and Bradley Mayer, Argentum Partners, provided a brief legislative update.

Member Kirkpatrick expressed concern that tobacco use continues to receive significant attention despite emerging public health issues, particularly youth vaping and the use of synthetic substances. She emphasized the need to focus on current health challenges affecting younger populations and questioned whether existing tobacco-related strategies have achieved their intended outcomes. In response, Ms. Rodriguez clarified that the proposal under discussion specifically addressed revising taxes on other tobacco products, including vaping products.

Member Kirkpatrick inquired about legislation being advanced by the Patient Protection Commission related to prenatal and maternal health issues. Ms. Rodriguez confirmed that staff are tracking those measures and other maternal health bills under consideration. Member Kirkpatrick noted that several of the proposed bills have the potential to significantly improve health outcomes and save lives and suggested that the Board of Health receive updates on these legislative efforts.

Member Bond noted that the Board of Health had previously maintained a legislative subcommittee and suggested it be reconstituted and for the Board of Health to receive updates on the items being tracked.

Member Bond emphasized the importance of the Health District engaging with state legislators to provide education on complex public health and healthcare issues. She noted that legislative turnover has reduced institutional knowledge and encouraged the Health District to seek opportunities to present information and expertise before legislative committees. Member Bond stated that increased engagement with policymakers would help improve understanding of public health priorities and support informed decision-making.

- Overview of Catchment Areas

Dr. Lockett advised that a presentation on the annual trauma report is scheduled for the September Board of Health meeting.

Stacy Johnson, Regional Trauma Coordinator, and Lei Zhang, Public Health Informatics Manager, provided an overview of the catchment areas.

Member Kirkpatrick requested access to the full presentation materials, stating that additional details would help her better understand and engage with the issues discussed. She reiterated her longstanding position that the Board of Health should be formally notified of proposed trauma catchment area changes and suggested adding a provision to the

regulations requiring such matters to be presented to the Board of Health before final action. Member Kirkpatrick referenced previous changes associated with trauma center designations and emphasized the importance of Board of Health awareness given the operational and regional impacts on emergency medical services and transportation agreements.

Member Bond thanked staff for presenting information on trauma catchment areas, noting that it helped educate Board members who may be less familiar with the trauma system. She expressed support for requiring the Board of Health review and approve any future catchment area changes and emphasized the importance of understanding the basis for such decisions. Member Bond also referenced prior RTAB actions relating to the St. Rose Siena Level II Trauma Center application and expressed concern about considering new trauma center designations while litigation involving the trauma system remains unresolved. She stated that any future consideration of the matter should include Board of Health discussion in advance and reiterated her interest in pursuing additional oversight of trauma catchment area decisions.

Member Larson stated that she supports the Board of Health having final approval authority over trauma catchment area decisions. She emphasized the importance of adhering to established processes and expressed concern that failing to follow those processes could increase the risk of future litigation and undermine confidence in the trauma system.

Member Hardy stated that he did not believe consideration of trauma system matters should be delayed indefinitely pending resolution of ongoing litigation, noting that litigation timelines can be unpredictable. He emphasized the importance of maintaining flexibility within the trauma system to ensure timely patient access to appropriate care and suggested that catchment areas and trauma capabilities should be evaluated and adjusted through a methodical process based on patient needs, travel times, and system performance.

A request was made for all Board members to receive a copy of the presentation.

XII. 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

XIII. 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 Vice-Chair closed the Second Public Comment portion.

XIV. ADJOURNMENT

The Vice-Chair adjourned the meeting at 11:16 a.m.

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



AGENDA

SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING

August 27, 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/23905b65-72b9-46bb-bc4b-f7a32dab3313@1f318e99-9fb1-41b3-8c10-d0cab0e9f859>

To call into the meeting, dial (702) 907-7151 and enter Phone Conference ID: 612 315 351#

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. OATH OF OFFICE – OFFICERS

IV. RECOGNITIONS

1. Southern Nevada Community Health Center

- 2026 HRSA Community Health Quality Recognition (CHQR) Badges – (i) Improving Health Care Access, and (ii) Advancing Health Information Technology (HIT) for Quality

2. Southern Nevada Health District – August Employee of the Month

- Alyssa Hall

V. 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.

- **By telephone:** Call 702-907-7151 and when prompted to provide the Meeting ID, enter 612 315 351#. 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.

VI. ADOPTION OF THE AUGUST 27, 2026 AGENDA *(for possible action)*

VII. 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: July 23, 2026 *(for possible action)*

VIII. 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 two (2) 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.

IX. REPORT / DISCUSSION / ACTION

1. Receive, Discuss and Approve the Southern Nevada District Board of Health Committees Committee Membership; direct staff accordingly or take other action as deemed necessary *(for possible action)*

2. Receive and Discuss the Southern Nevada Public Health Laboratory (SNPHL) Expansion Budget and Approve Recommendations to the Southern Nevada District Board of Health on August 27, 2026;

a. Review and Approve 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. with the understanding that amendments will be forthcoming;

direct staff accordingly or take other action as deemed necessary *(for possible action)*

X. 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)*

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

- DHO Comments
- Legislative Update

- Overview of Catchment Areas

XII. 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

- XIII. 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. **See above for instructions for submitting public comment.**

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.



MINUTES

SOUTHERN NEVADA DISTRICT BOARD OF HEALTH MEETING

July 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 Nemec, 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 (*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: N/A

ALSO PRESENT: Toluwanimi Babarinde, Christopher Boyd, Zach Brooksher, Marianna
(In Audience) Hernandez, Kory Koerperich, Sergii Levchenko, Teddy Parker, Mahogany
Turfley

EXECUTIVE SECRETARY: Cassius Lockett, PhD, MS, District Health Officer

LEGAL COUNSEL: Heather Anderson-Fintak, General Counsel

STAFF: Kevin Abbott, Malcolm Ahlo, Adriana Alvarez, Kristen Anderson, Emily Anelli,
Tawana Bellamy, Haley Blake, Kevin Bratcher, Daniel Burns, Victoria Burris,
Donna Buss, Erika Bustinza, Joe Cabanban, Nancy Cadena, Belen Campos-
Garcia, Magali Cano, Brittany Cezar, Andria Cordovez Mulet, Rebecca Cruz-
Nanez, Cherie Custodio, Liliana Davalos, John DeWolff, Jessica Donnell,
Rayleen Earney, Tara Edwards, Regena Ellis, Lisa Falkner, Jina Fernandez,
Kimberly Franich, Xavier Gonzales, Cheri Gould, Jacques Graham, Dianne
Haddix, Heather Hanoff, Maria Harris, Richard Hazeltine, Raychel Holbert,
Carmen Hua, Daniel Isler, Horng-Yuan Kan, Bob Kingston, Theresa Ladd,
Dann Limuel Lat, Annie Lin, Josie Llorico, Cassondra Major, Jonas Maratita,
Blanca Martinez, Bernadette Meily, Jacquelin Merino, Brandi Miller, Corey
Morrison, Semilla Neal, Todd Nicolson, Brian Northam, Verallynn Orewyler,
Kyle Parkson, Kaylina Penksa, Luann Province, Jeff Quinn, Vivek Raman, Larry
Rogers, Alexis Romero, Chris Saxton, Dave Sheehan, Karla Shoup, Jennifer
Sizemore, Randy Smith, Christine Sylvis, Ronique Tatum-Penegar, Renee
Trujillo, Jorge Viote, Donnie Whitaker, Edward Wynder, Lourdes Yapjoco,
Merylyn Yegon, Lei Zhang

I. CALL TO ORDER and ROLL CALL

The Chair called the Southern Nevada District Board of Health Meeting to order at 9:04 a.m. Andria Cordovez Mulet, Executive Assistant, administered the roll call and confirmed quorum.

II. PLEDGE OF ALLEGIANCE

III. OATH OF OFFICE

Ms. Cordovez Mulet administered the Oath of Office to Member Bond, Member Nemec, and Member Nielson.

IV. RECOGNITIONS

1. Southern Nevada Health District – July Employees of the Month

- Jina Fernandez and Jacquelin Merino

The Chair recognized the July 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 Health District and Board, the Chair congratulated the employees on this recognition.

V. 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.

Regena Ellis, representative of SEIU and an employee of the Health District, announced her retirement effective next week. She expressed gratitude to the Board, leadership, and employees for their longstanding partnership, collaboration, and shared work through challenging times. Ms. Ellis also acknowledged Dr. Lockett for his leadership. She thanked everyone for their support and stated that she looked forward to remaining connected within the community.

The Chair congratulated Ms. Ellis on her retirement and expressed appreciation for her years of advocacy, dedication, and commitment to both the work and the employees at the Health District.

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

VI. ADOPTION OF THE JULY 23, 2026 MEETING AGENDA *(for possible action)*

A motion was made by Member Nielson, seconded by Member Kirkpatrick, and carried unanimously to approve the July 23, 2026 Agenda, as presented.

VII. 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:** June 25, 2026 *(for possible action)*
2. **PETITION #01-27: Approval of the Amendment to the contract between the Southern Nevada Health District and Korte Construction Company for completing utility components 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)*
3. **PETITION #02-27: Approval of the Interlocal Lease Agreement for Jimmie Hughes Campus at 150 North Yucca Street, Mesquite, NV 89027, between the Southern Nevada Health District and the City of Mesquite;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
4. **PETITION #03-27: Approval of Amendment No. 1 between Clark County, Nevada on behalf of Clark County Family Services and the Southern Nevada Health District for Public Health Nurse Liaison Services for the period from July 1, 2026 to June 30, 2028;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

A motion was made by Member Nielson, seconded by Member Kirkpatrick, and carried unanimously to approve the July 23, 2026 Consent Agenda, as presented.

VIII. 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 to replace part of an existing septic system, SNHD Permit #ON0009564, located at 5785 N. Tee Pee Ln., Las Vegas, NV 89149, which is currently encroaching on a neighboring property;** direct staff accordingly or take other action as deemed necessary. *(for possible action)*

Dan Isler, Environmental Health Engineer Supervisor, and John DeWolff, Environmental Health Engineer, presented a variance request to obtain a permit to replace part of the existing leach field on the property at 5785 N. Tee Pee Ln., Las Vegas, NV 89149 ("Subject Property"). Sergii Levchenko, the homeowner, was also in attendance.

Mr. Isler advised that a portion of the existing septic system leach field encroaches onto an adjacent property due to a parcel division completed in 1994. The variance request would allow relocation of part of the leach field to meet current setback requirements. Mr. Isler noted that water quality testing of the property's well showed no indications of contamination. Mr. Isler advised that staff was recommending denial of the variance, as per

the regulations, as sewer was available within 400 feet of the Subject Property. Mr. Isler indicated that should the Board approve the variance, staff recommend three conditions.

Mr. Levchenko stated that he was unaware the septic system was not compliant until recently and explained that the neighboring property owner, who previously owned the entire parcel, subdivided, and sold it to him, expressed support for the proposed correction. He noted that connecting to the municipal sewer system would cost more than \$200,000 based on contractor estimates, making the option financially prohibitive. Mr. Levchenko requested approval of the variance to allow repairs to the existing leach field, explaining that only a portion of the system would need to be relocated to achieve compliance with current requirements.

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

Member Kirkpatrick was sensitive to private well owners, noting that they did not receive their water from the Colorado River. However, she did note the importance of maintaining water quality. She asked about the proposed relocation of a leach field distribution line to meet setback requirements and inquired whether applicants were informed about available septic conversion assistance programs offered by Clark County and the Southern Nevada Water Authority. Mr. Isler explained that the encroaching leach field line would be abandoned and replaced with a new distribution line farther south. He stated that staff do inform applicants about available assistance programs, though some projects may be less likely to qualify. The Chair recommended providing information about all available programs as a standard practice and allowing applicants to determine whether they wish to pursue those options.

A motion was made by Member Becker, seconded by Member Larson, and carried unanimously to approve the Variance Request to replace part of an existing septic system, SNHD Permit #ON0009564, located at 5785 N. Tee Pee Ln., Las Vegas, NV 89149, which is currently encroaching on a neighboring property, 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 within 400 feet 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. Construction of the ISDS must commence within one year of the date of approval of the variance. If construction has not commenced within that period, this variance shall automatically expire and be of no further force and effect, unless application is made and approved for an extension of time prior to the expiration date by the Petitioner or their successor(s) in interest. Petition must address all other compliance issues, if any, before finalizing construction.*

IX. REPORT / DISCUSSION / ACTION

- 1. Receive, Discuss and Approve the Officers (Chair, Vice-Chair and Secretary) of the Southern Nevada District Board of Health for a One-Year Term Beginning July 1, 2026;** direct staff accordingly or take other action as deemed necessary (*for possible action*)

The summary of the nomination and interest forms regarding the officer positions for the Board of Health was presented.

Member Kirkpatrick expressed concern about the recurring lack of quorum at committee meetings, noting that this was the second occurrence for the Nomination of Officers Committee not meeting due to lack of quorum. She emphasized that committees exist to facilitate discussion and advance business efficiently and stated that members should evaluate their ability to participate if they are unable to attend regularly. She also noted that while other board members may be interested in attending, official committee business cannot proceed without a quorum of voting members.

A motion was made by Member Kirkpatrick, seconded by Member Hardy, and carried unanimously to appoint Scott Black as Chair, Frank Nemec as Vice-Chair, and Nancy Brune as Secretary for the Southern Nevada District Board of Health for a one-year term beginning on July 1, 2026.

2. Receive, Discuss and Approve the Officers (Chair and Vice-Chair) of the Public Health Advisory Board for a One-Year Term Beginning July 1, 2026; direct staff accordingly or take other action as deemed necessary *(for possible action)*

The summary of the nomination and interest forms regarding the Public Health Advisory Board was presented. Member Kirkpatrick noted her earlier comments related to the Nomination of Officers Committee.

A motion was made by Member Kirkpatrick, seconded by Member Hardy, and carried unanimously to appoint Kenneth Osgood as Chair and Susan VanBeuge as Vice-Chair for the Southern Nevada District Board of Health Public Health Advisory Board for a one-year term beginning on July 1, 2026.

X. 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 requested an update at the next meeting regarding the EMS catchment areas, including the anticipated timeline for draft revised regulations and an overview of the process moving forward.

Members Kirkpatrick, Summers-Armstrong, and Larson requested brief, community-friendly informational materials on key public health topics, such as mosquito prevention and vaccinations, for inclusion in their newsletters. Members noted that concise summaries or flyer-style content would be more accessible than press releases and would help ensure timely and consistent public outreach across their jurisdictions.

Member Kirkpatrick raised concerns about ongoing littering and illegal dumping throughout the community and noted that proposed legislation aimed at addressing the issue was being developed. She encouraged coordination with the legislator sponsoring the measure and

emphasized the importance of public education, including outreach through schools, to promote responsible waste disposal and reduce littering.

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

- **DHO Comments**

In addition to his written report, Dr. Lockett provided an update on the cyclospora outbreak being monitored by the Health District. While two travel-associated cases have been identified in Clark County, local case levels remain within the normal annual range, and no increase in community transmission has been observed. Dr. Lockett explained how the illness was transmitted through contaminated food or water, reviewed prevention measures for travelers, and noted that a multistate investigation had linked many reported cases to shredded lettuce products. The Acute Communicable Disease Control (ACDC) team continues to monitor the situation and serve as the primary local source of information and guidance.

The Chair acknowledged Kimberly Franich, Communicable Disease Manager, for her recent media appearance and commended her for clearly and effectively communicating the public health situation, as well as providing practical guidance for consumers on preventive measures and risk mitigation.

Member Nemec inquired about how cyclospora cases were diagnosed, noting that testing was not typically included in routine evaluations for gastrointestinal illness. Dr. Lockett explained that cyclospora must be specifically requested as part of laboratory testing. Further to a follow-up from Member Summer-Armstrong, Dr. Lockett acknowledged that underreporting was likely the case. He noted that the true size of the current outbreak was unknown and stated that challenges with national surveillance, reporting, and coordination may be affecting the ability to accurately assess and respond to the outbreak.

- **Overview of the Procurement Process**

Kevin Bratcher, Procurement Specialist, provided an overview of the procurement process.

Member Kirkpatrick requested examples of situations in which contract bids may be bypassed, including sole-source purchases, piggybacking on state or county contracts, and long-term procurement plans. She noted that certain specialized equipment and supplies may require specific manufacturers or products and emphasized the importance of helping the public understand why some contracts were not open for competitive bidding. She also acknowledged the challenges smaller businesses may face in competing for government contracts while noting efforts to include new vendors whenever possible. Mr. Bratcher explained that sole-source procurements were sometimes necessary when specialized equipment required manufacturer-approved products or when the Health District already used a specific piece of equipment and needed additional compatible equipment. He stated that many contracts were established through negotiated agreements for equipment and related supplies, and that some sole-source contracts arose when grantors approved specific suppliers or contractors.

Member Gallo inquired whether preference was given to local vendors when evaluating bids, noting that contracting with local businesses could help keep economic benefits and

spending within the community. Mr. Bratcher explained that for goods and supplies, vendors were selected based on availability and sourcing needs rather than geographic location. For service contracts, however, staff actively identify potential providers, including local and Southern Nevada businesses, when developing Requests for Proposals (RFPs). He noted that while specific local contractors may be notified of bidding opportunities, all procurements remained open and competitive, allowing any qualified vendor to submit a bid.

Member Summers-Armstrong asked why Mr. Bratcher did not use the Nevada Government eMarketplace (NGEM) platform, noting that other public agencies utilized the system and requested clarification on the rationale for a different procurement approach. Mr. Bratcher explained that his preference was not to use NGEM because vendors must register to access procurement opportunities. He stated that the Health District's process allowed vendors to obtain RFPs, submit questions, and provide proposals directly via email without requiring registration. He also expressed concerns that NGEM distributes solicitations broadly to large numbers of vendors, including some that may not be relevant to the specific procurement. Mr. Bratcher noted that the current approach enables staff to identify and directly notify local vendors while still maintaining open competition, as all qualified vendors are permitted to submit proposals.

Member Summers-Armstrong expressed concern about using a procurement process different from standard practices, such as NGEM. She asked whether safeguards were in place to document vendor communications and ensure transparency and fairness in the event a vendor questions the process or claims they were not treated equitably. Mr. Bratcher advised that he maintains a consistent and well-documented procurement process, retaining all email communications and procurement records in organized files. He explained that vendors are directed to communicate by email rather than by telephone so that all interactions are documented and can be tracked. Mr. Bratcher emphasized that, in addition to publicly advertising opportunities, he makes efforts to identify and directly notify relevant contractors, including local vendors, to encourage participation in the bidding process.

Member Kirkpatrick asked whether the Health District participated in the state purchasing consortium. She emphasized the value of collaborating with procurement professionals from other agencies to learn about state contracts, industry trends, legislative developments, vendor performance, and outreach strategies for local businesses. Member Kirkpatrick noted that procurement plays a critical role across public organizations and suggested that participation in the consortium could help the Health District identify opportunities, avoid common challenges, and strengthen engagement with local vendors and contractors. Mr. Bratcher stated that he was not a member of the purchasing consortium. Dr. Lockett acknowledged the feedback and agreed that participation in the procurement consortium could provide valuable learning opportunities and help improve organizational practices. Dr. Lockett emphasized that procurement is a vital organizational function and stated that the Health District remains committed to evaluating its practices, learning from others, and continuously improving its operations.

Member Kirkpatrick asked for clarification regarding procurement requirements that necessitate the rejection of bids when vendors fail to comply with mandatory submission requirements. She emphasized the importance of consistently applying procurement laws and policies, noting that omissions such as failing to acknowledge addenda or complete required documentation can affect fairness, pricing, and the integrity of the bidding process. She referenced examples where bids at Clark County were rejected due to noncompliance

and stressed the need to enforce requirements uniformly. Ms. Anderson-Fintak confirmed that there are specific procurement requirements that must be met and noted that Mr. Bratcher's comments were intended to emphasize the importance of documenting compliance with those requirements. Mr. Bratcher explained that vendors are required to confirm they have reviewed and understood any addenda, as those documents become part of the official procurement record and proposal requirements. Member Becker noted that consistent enforcement of procurement requirements is important because it provides a clear basis for defending procurement decisions if they are challenged. The Chair emphasized that the goal is to secure quality goods and services at the best value while maintaining full compliance with applicable laws and that vendors are responsible for meeting all bid requirements.

Member Summers-Armstrong emphasized the importance of succession planning for the procurement function. She stressed the need to preserve institutional knowledge and maintain operational continuity by documenting procedures and developing staff who can effectively carry out procurement responsibilities in the future.

- West-Nile Surveillance Update

Vivek Raman, Environmental Health Supervisor, provided an update on West Nile surveillance and activities.

Further to an inquiry from Member Larson on testing and symptoms of West Nile virus, Mr. Raman explained that testing was conducted through a blood test ordered by a physician. He noted that the Health District issues alerts to physicians to increase awareness of potential cases. Mr. Raman stated that most infections cause mild flu-like symptoms, including fever and rash, and typically resolve on their own. However, in more severe cases affecting the central nervous system, symptoms can include disorientation, difficulty walking or speaking, paralysis, stupor, or coma. He added that West Nile virus was often underdiagnosed because many individuals recover at home without seeking medical care. In response to a follow-up question from Member Hardy regarding treatment, Mr. Raman explained that there was no specific treatment for West Nile virus and that care consisted of supportive therapy to manage symptoms and any secondary complications.

Further to an inquiry from Member Kirkpatrick regarding regional mosquito control efforts and the use of WALS treatments, Mr. Raman advised that there was not sufficient support to move forward with implementing such measures. The Chair noted that some work had been conducted at the Clark County Wetlands Park. Mr. Raman explained that unincorporated Clark County carried out WALS treatments at the Wetlands Park and that follow-up monitoring indicated mosquito populations were managed more effectively than in areas without treatment. However, he noted that the results were not statistically validated, making it difficult to conclusively attribute the observed reductions to the treatment rather than other factors, such as environmental conditions.

The Chair commented that while mosquito activity was a recurring seasonal concern and public nuisance, the key components needed for a coordinated mosquito abatement program, included equipment, expertise, data, and regional partners. The Chair stated that the primary barrier was collective commitment and coordination needed to advance a unified effort. The Chair noted that proactive measures have been shown to reduce exposure risks

and associated public health impacts and expressed support for a more coordinated approach in the future.

XII. 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

XIII. 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.

XIV. 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 direct staff accordingly.

The Chair started the Closed Session at 10:24 a.m.

The Chair ended the Closed Session at 11:11 a.m.

XV. ADJOURNMENT

The Chair adjourned the meeting at 11:12 a.m.

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

SUMMARY OF COMMITTEE INTEREST FORMS – FY2027

At-Large Member Selection Committee	DHO Annual Review Committee	DHO Succession & Planning Committee	Finance Committee	Nomination of Officers Committee
Scott Black Bobbette Bond Nancy Brune Frank Nemec	Scott Black Nancy Brune Joe Hardy Scott Nielson	Scott Black Bobbette Bond Joe Hardy Frank Nemec	Scott Black Bobbette Bond Nancy Brune Marilyn Kirkpatrick Scott Nielson	Bobbette Bond Nancy Brune Marilyn Kirkpatrick Frank Nemec

CURRENT BOARD OF HEALTH COMMITTEE MEMBERS

At-Large Member Selection Committee	DHO Annual Review Committee	DHO Succession & Planning Committee	Finance Committee	Nomination of Officers Committee
April Becker Scott Black Bobbette Bond Nancy Brune Frank Nemec	April Becker Scott Black Nancy Brune Joe Hardy Marilyn Kirkpatrick	April Becker Scott Black Bobbette Bond Pattie Gallo Joe Hardy Marilyn Kirkpatrick Monica Larson Frank Nemec	April Becker Nancy Brune Marilyn Kirkpatrick Scott Nielson Shondra Summers-Armstrong	April Becker Bobbette Bond Marilyn Kirkpatrick Monica Larson Frank Nemec



SNHD BSL-3 Lab Expansion Update

SNHD Board of Health Meeting

Thursday, August 27, 2026

Donnie Whitaker, Chief Financial Officer

Horng-Yuan Kan, SNPHL Director

William Bendik, SNPHL Manager

Bob Kingston, Chief Facilities Officer

SNHD BSL-3 Lab Expansion Update

- The project will add additional current and future capability to the Southern Nevada Public Health Laboratory, located in the Las Vegas Medical District
- This presentation is a follow up to the Thursday May 28, 2026 Board of Health Meeting presentation, with three main project components:
 - Facilities - Design and construction status
 - SNPHL - Purpose and discussion of provisions for future growth
 - Finance - Presentation of the Financial Management Plan

High Level Project Overview

BSL-3 LAB EXPANSION PROJECT		METRIC (SF/Date/Cost)
SCOPE (CURRENT PROJECT)	Size of Overall Facility (Square Feet)	12,800
	Size of BSL-3 Dedicated Space (Square Feet)	2,700
	Size of Other Non-BSL Space Included	5,500
	Size/Ability To Expand Other Non-BSL Space (Square Feet)	4,600
SCHEDULE	Completion Date (Beneficial Use, Schedules Under Development)	January 2028
BUDGET	Estimated Building Construction Cost (WT CMAR)	\$21.3M
	Estimated Building Cost Per Square Foot (WT CMAR)	\$1,555
	Investment To Date For Utilities, Offsite/Onsite, Etc.	\$4.5M
	Total Estimated Project Costs	\$25.8M

Facilities Project Design and Construction Status Details

- **Actual total project investment to date is \$4.5M**
 - Initial project design has been completed with Ewing Cole architect = \$1.4M
 - Offsite and utility construction scope with Korte is almost complete = \$1.8M
 - Onsite and building scope with Whiting-Turner (CMAR) has started = \$0.6M
 - Permits paid to date totaling = \$0.4M
 - Other project costs (security/inspection) paid to date totaling = \$0.3M
- **Estimated total required project investment going forward \$21.3M**
 - Onsite and building scope with Whiting-Turner required = \$20.4M
 - Additional project design required from Ewing Cole architect = \$0.15M
 - Ewing Cole has been an excellent CMAR partner assisting with scope development
 - Project construction management support required = \$0.25M
 - Project commissioning required = \$0.2M
 - Project builder's insurance required = \$0.05M
 - Project 3rd Party Inspection required = \$0.35M

Why does Southern Nevada need the lab expansion project?

- **Community support**
 - Southern Nevada needs a modern, purpose-built laboratory to ensure reliable, high-quality testing for a population that could grow by at least 600,000 residents by 2035. Our current 13,500 sq. ft. warehouse-converted space cannot adequately support future surge testing, modern workflows, or compliant BSL-3 operations—limiting our ability to protect Clark County during outbreaks and emergencies.
- **Surge testing and outbreak response**
 - Pathogens that continue to pose a surge response challenge for the health and safety of Southern Nevada residents and visitors, including; TB, Ebola, Legionella, Cyclospora, MPOX, Foodborne pathogens such as Salmonella, Respiratory viruses such as Influenza, and Bioterrorism.

Provisioning For Future Growth & Expansion

BSL-3 LAB EXPANSION PROJECT PROVISIONS FOR FUTURE EXPANSION		ESTIMATED SQUARE FOOTAGE
SCOPE (SNPHL FUTURE PROJECTS)	BioWatch Field Team Staging Area	900
	Biological and Chemical Waste Storage	400
	Sample Processing, Packaging and Shipping	400
	Courier Staging Area	250
	Community Sentinel Laboratory Training Area	300
	Additional Supply Warehouse and Storage	500
	Future Growth- Possibilities include TB Laboratory, Wastewater Surveillance, Environmental Health, and Food Testing	Up to 1,850
	Potential Tenant Buildout	Up to 1,895

Project Financial Planning

BSL-3 Lab Expansion Project - Overall Funding Sources

	Lab Expansion Project	Amount
Remaining Project Costs (MNTE)**		\$ 21,300,000
Expended/Committed to Date		4,460,144
Total Project		\$ 25,760,144
Less Capital Projects Fund Balance		(3,500,000)
Less Bond Reserve Fund		(3,000,000)
Less Expended Special Revenue Funds		(4,460,144)
Less Available Remaining Special Revenue Funds		(3,729,771)
Remaining Project General Funds Needed		\$ 11,070,229

** Maximum Not to Exceed

Project Financial Planning

Lab Expansion Project - Combined Funding Sources

Total Combined Funds for Project	\$25,760,144
Total Combined Funds Expended/Committed Towards Project to date	(4,460,144)
Total Combined Funds Remaining Towards Project	\$21,300,000

Lab Expansion Project - Special Revenue Funding Sources

Name	Amount	Disbursed	Encumbrance	Remaining
Clark County	\$4,050,000	\$229,947	\$90,400	\$3,729,652
Las Vegas	1,000,000	1,000,000	-	-
North Las Vegas	1,100,000	1,100,000	-	-
City of Henderson	50,000	50,000	-	-
Boulder City	25,000	22,313	2,568	119
Senate Bill 118 (Equipment) net	444,943	444,943	-	-
Senate Bill 118 (Construction) net	959,087	959,087	-	(0)
Totals	\$7,629,030	\$3,806,290	\$92,968	\$3,729,771

Total Special Revenue Funds Provided for Project	\$7,629,030
Total Special Revenue Expended/Committed Towards Project as of 08/10/2026	(3,899,259)
Total Special Revenue Remaining Towards Project as of 8/10/2026	\$3,729,771

Lab Expansion Project - Other Funding Sources

Name	Amount	Disbursed	Encumbrance	Remaining
Capital Projects Fund	\$4,060,885	\$560,885	\$0	\$3,500,000
Bond Reserve Fund	3,000,000	-	-	3,000,000
General Fund	11,070,229	-	-	11,070,229
Totals	\$18,131,114	\$560,885	\$0	\$17,570,229

Requested Action

- Approve recommendation from the Finance Committee meeting to approve the build of a 12,800 SF two story expansion of the Southern Nevada Public Health Laboratory, with an authorized total estimated project cost, not to exceed **\$21.3M**.
- 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.

Questions and Answers





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 but 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.

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:19:11 ET on 05/14/2026 under Order No.500048157 which expires on 05/14/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

§ 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

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

Init.

AIA Document A133 - 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:19:11 ET on 05/14/2026 under Order No.500048157 which expires on 05/14/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(825841260)

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.

Init.

Initials Redacted
Initials Redacted
Initials Redacted
Initials Redacted

§ 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.

- . 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;

Init.

Initials Redacted
Initials Redacted
Initials Redacted

- .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.

§ 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

§ 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.

Init.

Initials Redacted
Initials Redacted
Initials Redacted
Initials Redacted

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:19:11 ET on 05/14/2026 under Order No. 500048157 which expires on 05/14/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(825841260)

§ 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;

Init.

Initials Redacted
Initials Redacted
Initials Redacted
Initials Redacted

- .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 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

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

Init.

Initials Redacted
Initials Redacted
Initials Redacted
Initials Redacted

§ 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

Init.

Initials Redacted
Initials Redacted
Initials Redacted

AIA Document A133 – 2019. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:19:11 ET on 05/14/2026 under Order No.500048157 which expires on 05/14/2027, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(825841260)

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

Init.

Initials Redacted
Initials Redacted
Initials Redacted
Initials Redacted

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

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

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.

Init.

Initials Redacted
Initials Redacted
Initials Redacted

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:49:56 ET on 05/12/2026 under Order No.3104239511 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1868852083)

- 14 **TERMINATION OR SUSPENSION OF THE CONTRACT**
- 15 **CLAIMS AND DISPUTES**

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, 12.3

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, 13.4

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, 15.1.6

Administration of the Contract

3.1.3, 4.2, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, 15.4

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, 11.1.2, 11.1.3, 11.5

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

Initials Redacted
Initials Redacted
Initials Redacted

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval

13.4.4
Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, 7.2, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, 15, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, 15.1.5

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, 15.1.6

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, 15.1.5

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, 4.2.4

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, 7.3, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, 14

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, 9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, 15.1.5, 15.2.5

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7.3.7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1

Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents
3.2

Contractor's Right to Stop the Work
2.2.2, 9.7

Contractor's Right to Terminate the Contract
14.1

Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent
3.9, 10.2.6

Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11

Copyrights
1.5, 3.17

Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.9.1, 12.1.2, 12.2, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of
7.3.4

Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of
8.1.4

Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, 9.5, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Digital Data Use and Transmission
1.7

Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11

Drawings, Definition of
1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, 15.1.5

Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 8.3, 9.5.1, 9.7,
10.3.2, 10.4, 14.3, 15.1.6, 15.2.5

Failure of Payment
9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, 9.10, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, 10.3

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1

Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,
15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of

2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

AIA Document A201 – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 11:49:56 ET on 05/12/2026 under Order No.3104239511 which expires on 12/31/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1868852083)

Project, Definition of
 1.1.4
Project Representatives
 4.2.10
Property Insurance
 10.2.5, 11.2
Proposal Requirements
 1.1.1
PROTECTION OF PERSONS AND PROPERTY
 10
Regulations and Laws
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
 4.2.6, 12.2.1
Releases and Waivers of Liens
 9.3.1, 9.10.2
Representations
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
 3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
 3.12
Rights and Remedies
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
 12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
 3.17
Rules and Notices for Arbitration
 15.4.1
Safety of Persons and Property
 10.2, 10.4
Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
 3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
 9.2, 9.3.1
Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
 6.1.1
Shop Drawings, Definition of
 3.12.1
Shop Drawings, Product Data and Samples
 3.11, 3.12, 4.2.7
Site, Use of
 3.13, 6.1.1, 6.2.1
Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
 4.2.6, 12.2.1, 13.4
Specifications, Definition of
 1.1.6
Specifications
 1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
 15.1.2, 15.4.1.1
Stopping the Work
 2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
 5.1.1
SUBCONTRACTORS
 5
Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7
Subcontractual Relations
 5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
 6.1.1, 11.3
Substances, Hazardous
 10.3
Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
 15.1.2
Substantial Completion, Definition of
 9.8.1
Substitution of Subcontractors
 5.2.3, 5.2.4
Substitution of Architect
 2.3.3
Substitutions of Materials
 3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
 5.1.2

Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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.

§ 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.

§ 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.

§ 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.

§ 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

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

Init.

Initials Redacted
Initials Redacted
Initials Redacted

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.

§ 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.

EC Nevada, LLC

Init.

Initials Redacted
Initials Redacted
Initials Redacted

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

Init.

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

Init.

Initials Redacted
Initials Redacted
Initials Redacted

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

Init.

- .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.

Init.

Initials Redacted
Initials Redacted
Initials Redacted

§ 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.

§ 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

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

Init.

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.

Init.

§ 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

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

Init.

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.

§ 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

Init.

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.

Init.

Initials Redacted
Initials Redacted
Initials Redacted

§ 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

Init.

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.

§ 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.

Init.

Initials Redacted
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.

Init.

Initials Redacted
Initials Redacted
Initials Redacted

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
------	-------

§ 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
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of execution of this Amendment.

☐ Established as follows:

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.

s

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:

OWNER (Signature)

Cassius Lockett, PhD
District Health Officer

(Printed name and title)

Signatures Redacted
Signatures Redacted

By:

CONSTRUCTION MANAGER (Signature)

Paul Schmitt
Senior Vice President

(Printed name and title)

TRADE PACKAGE SUMMARY

ATTACHMENT A
TRADE PACKAGE SUMMARY

		BID DAY SUBMISSION	DESCOPE - ADD/DEDUCT	PROJECT TOTAL	COMMENTS
DIVISION	PROPOSED SUBCONTRACTOR	COST			
01C SURVEYING	Dwyer Engineering	\$ 22,000	\$ 8,200	\$ 30,200	Add for pre and post-pour deck surveys.
01S SECURITY GUARDS	PalAmerican	\$ 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	
Subcontractor Default Insurance (SDI)		1.30%		\$ 202,518	
General Requirements		Fixed		\$ 412,875	
Estimating Contingency		0.00%		\$ -	
Construction/CM Contingency		4.00%		\$ 647,750	
Escalation Contingency		0.00%		\$ -	
General Conditions		Fixed		\$ 2,060,415	
Liability Insurance		1.20%		\$ 226,823	
Whiting-Turner Bond		1.00%		\$ 191,287	
Whiting-Turner Fee		3.75%		\$ 724,501	
Builder's Risk Insurance (By Owner)		-		\$ -	Builder's risk carried by SNHD per meeting on 4/22/26.
PROJECT TOTALS				\$ 20,042,689	

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: 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: 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. 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 subcontractors 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: - 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 gypsum 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
<u>OFFICE</u>		<u>FIELD</u>		<u>SUPPORT STAFF</u>	
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

DRAWING LOG		Southern Nevada Health District BSL-3 Lab
Architectural		
AG.2	ABBREVIATIONS & SYMBOL LIST	2/9/2026
AG.3	MOUNTING HEIGHTS & CLEARANCES	2/9/2026
AG.4	CODE REQUIRED SIGNAGE	2/9/2026
AD2.1.A	DEMOLITION PLAN & ELEVATION	2/9/2026
A0.1	ARCHITECTURAL SITE PLAN	2/9/2026
A0.2	ARCHITECTURAL SITE PLAN - NEW TRASH ENCLOSURE & WALL DETAILS	2/9/2026
A1.1	LEVEL 1 REFERENCE PLAN	2/9/2026
A1.2	LEVEL 2 REFERENCE PLAN	2/9/2026
A1.3	ROOF PLAN	2/9/2026
A2.1.1A	FLOOR PLAN LEVEL 1 SECTOR A - DIMENSIONS & NOMENCLATURE	2/9/2026
A2.1.1B	FLOOR PLAN LEVEL 1 SECTOR B - DIMENSIONS & NOMENCLATURE	2/9/2026
A2.1.2A	FLOOR PLAN LEVEL 2 SECTOR A - EQUIPMENT & CASEWORK	2/9/2026
A2.1.2B	FLOOR PLAN LEVEL 2 SECTOR B - EQUIPMENT & CASEWORK	2/9/2026
A2.2.1A	FLOOR PLAN LEVEL 1 SECTOR A - DIMENSIONS & NOMENCLATURE	2/9/2026
A2.2.1B	FLOOR PLAN LEVEL 1 SECTOR B - DIMENSIONS & NOMENCLATURE	2/9/2026
A2.2.2A	FLOOR PLAN LEVEL 2 SECTOR A - EQUIPMENT & CASEWORK	2/9/2026
A2.2.2B	FLOOR PLAN LEVEL 2 SECTOR B - EQUIPMENT & CASEWORK	2/9/2026
ACP2.1.0	LEVEL 1 REFERENCE PLAN - REFLECTED CEILING PLAN	2/9/2026
ACP2.1.A	RCP LEVEL 1 SECTOR A	2/9/2026
ACP2.1.B	RCP LEVEL 1 SECTOR B	2/9/2026
ACP2.2.0	LEVEL 2 REFERENCE PLAN - REFLECTED CEILING PLAN	2/9/2026
ACP2.2.A	RCP LEVEL 2 SECTOR A	2/9/2026
ACP2.2.B	RCP LEVEL 2 SECTOR B	2/9/2026
A3.1.1	BUILDING ELEVATIONS	2/9/2026
A3.1.2	BUILDING ELEVATIONS - CONNECTING CORRIDOR, MECH. YARD & ROOF SCREEN	2/9/2026
A3.1.3	EXTERIOR COLOR & MATERIALS	2/9/2026
A3.3.1	BUILDING SECTIONS	2/9/2026
A3.5.1	WALL SECTIONS	2/9/2026
A4.1.1	PARTITION TYPES	2/9/2026
A4.1.2	PARTITION DETAILS & APPLICABLE UL LISTINGS	2/9/2026
A4.2.1	DOOR SCHEDULES & DETAILS	4/1/2026
A4.2.2	DOOR SCHEDULES & DETAILS	2/9/2026
A4.2.3	WINDOW TYPES & DETAILS	2/27/2026
A4.3.1	EXTERIOR WALL TYPES & DETAILS	2/27/2026
A4.3.2	EXTERIOR WALL TYPES & DETAILS	2/27/2026
A4.3.3	EXTERIOR DETAILS	2/9/2026
A4.3.4	ROOFING DETAILS	2/27/2026
A4.5.1	EXPANSION JOINT SCHEDULE & DETAILS	2/9/2026
A4.6.1	CEILING DETAILS	2/9/2026
A4.6.2	CEILING DETAILS, UL LISTINGS & ICC ES LISTING REPORT	2/9/2026
A4.7.1	CASEWORK SCHEDULE & DETAILS	4/1/2026
A4.7.2	CASEWORK SCHEDULE & DETAILS	4/1/2026
A4.7.3	CASEWORK SCHEDULE & DETAILS	2/9/2026
A4.8.1	EQUIPMENT SCHEDULE - PHASE 1	4/1/2026
A5.1.1	ENLARGED PLANS - LEVEL 1 (LEVEL 2 SIMILAR) RESTROOMS	4/1/2026
A6.1.1	INTERIOR ELEVATIONS - LEVEL 1 - PHASE I	2/9/2026
A6.1.2	INTERIOR ELEVATIONS - LEVEL 2 - SECTOR B - PHASE I	4/1/2026
A8.1.1	VERTICAL CIRCULATION STAIRS	2/9/2026
A8.2.1	VERTICAL CIRCULATION ELEVATOR	2/9/2026
A8.3.1	ELEVATOR DETAILS	2/9/2026
A8.4.1	STAIR#1 DETAILS	2/9/2026

A8.4.2	STAIR #2 DETAILS	2/9/2026
A9.1.1	MISCELLANEOUS DETAILS	4/1/2026
A9.1.2	ENVELOPE COMPLIANCE CERTIFICATE	2/9/2026
DG.1	FINISH LEGEND AND ROOM FINISH SCHEDULE	2/27/2026
DG.2	FLOOR FINISH TRANSITION DETAILS	2/27/2026
DSG.1	INTERIOR SIGNAGE SCHEDULE AND DETAILS	2/9/2026
DS.1	PHASE 1 - INTERIOR SIGNAGE PLAN LEVEL 1 OVERALL	2/9/2026
DS.2	PHASE 1 - INTERIOR SIGNAGE PLAN LEVEL 2 OVERALL	2/9/2026
Structural		
SG.1	STRUCTURAL NOTES AND INDEX SHEET	2/9/2026
SG.2	DESIGN CRITERIA AND LOADING DIAGRAMS	2/9/2026
SG.3	SEISMIC FORCE RESISTING SYSTEM LOCATION PLAN & QUALITY CONTROL	2/9/2026
S2.0	FOUNDATION PLAN	2/9/2026
S2.1	SLAB ON GRADE PLAN	2/9/2026
S2.2	SECOND FLOOR FRAMING PLAN	2/9/2026
S2.3	ROOF FRAMING PLAN	2/9/2026
S2.4	ROOF SCREEN FRAMING PLAN	2/9/2026
S3.1	SECTIONS	2/27/2026
S3.2	SECTIONS	2/9/2026
S3.3	SECTIONS	2/9/2026
S3.4	SECTIONS	2/27/2026
S4.1	COLUMN AND FOUNDATION SCHEDULE AND DETAILS	2/9/2026
S5.1	TYPICAL DETAILS	2/9/2026
S5.2	TYPICAL DETAILS	2/9/2026
S5.3	TYPICAL DETAILS	2/9/2026
S5.4	TYPICAL RBS CONNECTIONS	2/9/2026
S5.5	TYPICAL DETAILS - INTERIOR NON-LOAD BEARING WALL STUDS	2/9/2026
S5.6	TYPICAL PRO-X HEADER DETAILS	2/9/2026
S6.1	BRACED FRAME ELEVATIONS AND DETAILS	2/9/2026
Mechanical		
HG.1	HVAC GENERAL NOTES	2/9/2026
H1.1	LEVEL 1 DUCTWORK REFERENCE PLAN	2/9/2026
H2.2	LEVEL 2 DUCTWORK REFERENCE PLAN	2/9/2026
H2.1.1A	FLOOR PLAN LEVEL 1 SECTOR A - DUCTWORK	2/9/2026
H2.1.1B	FLOOR PLAN LEVEL 1 SECTOR B - DUCTWORK	2/9/2026
H2.2.1A	FLOOR PLAN LEVEL 2 SECTOR A - DUCTWORK	2/9/2026
H2.2.1B	FLOOR PLAN LEVEL 2 SECTOR B - DUCTWORK	2/9/2026
H2.3.1A	ROOF PLAN - DUCTWORK	2/9/2026
HP1.1	LEVEL 1 PIPING REFERENCE PLAN	2/9/2026
HP1.2	LEVEL 2 PIPING REFERENCE PLAN	2/9/2026
HP2.1.1A	FLOOR PLAN LEVEL 1 SECTOR A - PIPING	2/9/2026
HP2.1.1B	FLOOR PLAN LEVEL 1 SECTOR B - PIPING	2/9/2026
HP2.2.1A	FLOOR PLAN LEVEL 2 SECTOR A - PIPING	2/9/2026
HP2.2.1B	FLOOR PLAN LEVEL 2 SECTOR B - PIPING	2/9/2026
HP2.3.1A	ROOF PLAN - PIPING	2/9/2026
H3.3.1	BUILDING SECTIONS	2/9/2026
H4.1.1	EQUIPMENT SCHEDULE -1	2/9/2026
H4.1.2	EQUIPMENT SCHEDULE -2	2/9/2026
H4.1.3	EQUIPMENT SCHEDULE -3	2/9/2026
H4.1.4	EQUIPMENT SCHEDULE -4	2/9/2026
H5.1	LEVEL 1 PRESSURIZATION PLAN	2/9/2026
H5.2	LEVEL 2 PRESSURIZATION PLAN	2/9/2026
H5.3	LEVEL 1 HVAC ZONING PLAN	2/9/2026
H5.4	LEVEL 2 HVAC ZONING PLAN	2/9/2026

H6.1	HVAC DETAILS -1	2/9/2026
H6.2	HVAC DETAILS -2	2/9/2026
H7.1	CONTROLS SHEET -1	2/9/2026
H7.2	CONTROLS SHEET -2	2/9/2026
H7.3	CONTROLS SHEET -3	2/9/2026
H7.4	CONTROLS SHEET -4	2/9/2026
H7.5	CONTROLS SHEET -5	2/9/2026
Plumbing		
PG.1	PLUMBING GENERAL NOTES	2/9/2026
PD1.0	UNDERGROUND REFERENCE PLAN -DRAINAGE	2/9/2026
PD1.1	LEVEL 1 REFERENCE PLAN -DRAINAGE	2/9/2026
PD1.2	LEVEL 2 REFERENCE PLAN -DRAINAGE	2/9/2026
D2.0.1A	FLOOR PLAN UNDERGROUND SECTOR A -DRAINAGE	2/9/2026
D2.0.1B	FLOOR PLAN UNDERGROUND SECTOR B -DRAINAGE	2/9/2026
D2.1.1A	FLOOR PLAN LEVEL 1 SECTOR A -DRAINAGE	2/9/2026
D2.1.1B	FLOOR PLAN LEVEL 1 SECTOR B -DRAINAGE	2/9/2026
D2.2.1A	FLOOR PLAN LEVEL 2 SECTOR A -DRAINAGE	2/9/2026
D2.2.1B	FLOOR PLAN LEVEL 2 SECTOR B -DRAINAGE	2/9/2026
PS1.0	UNDERGROUND REFERENCE PLAN -PIPING	2/9/2026
PS1.1	LEVEL 1 REFERENCE PLAN -PIPING	2/9/2026
PS1.2	LEVEL 2 REFERENCE PLAN -PIPING	2/9/2026
PS2.0.1A	FLOOR PLAN UNDERGROUND SECTOR A -PIPING	2/9/2026
PS2.1.1A	FLOOR PLAN LEVEL 1 SECTOR A -PIPING	2/9/2026
PS2.1.1B	FLOOR PLAN LEVEL 1 SECTOR B -PIPING	2/9/2026
PS2.2.1A	FLOOR PLAN LEVEL 2 SECTOR A -PIPING	2/9/2026
PS2.2.1B	FLOOR PLAN LEVEL 2 SECTOR B -PIPING	2/9/2026
PS2.3.1	ROOF -PIPING	2/9/2026
P3.1.1	SANITARY WASTE AND VENT RISER DIAGRAM	2/9/2026
P3.1.2	BSL3 LAB WASTE RISER DIAGRAM	2/9/2026
P3.1.3	DECONTAMINATE WASTE RISER DIAGRAM	2/9/2026
P3.1.4	BSL-2 LAB WASTE RISER DIAGRAM (FUTURE)	2/9/2026
P3.1.5	STORM DRAIN RISER DIAGRAM	2/9/2026
P3.1.6	WATER GENERATION RISER DIAGRAM	2/9/2026
P3.1.7	DOMESTIC WATER RISER DIAGRAM	2/9/2026
P3.1.8	LAB WATER RISER DIAGRAM	2/9/2026
P3.1.9	LAB GAS RISER DIAGRAM	2/9/2026
P3.1.10	BSL3 LAB GAS RISER DIAGRAM	2/9/2026
P3.1.11	NATURAL GAS SCHEDULE	2/9/2026
P4.1.1	PLUMBING SCHEDULE	2/9/2026
P4.2.1	PLUMBING DETAILS	2/9/2026
P4.2.2	PLUMBING DOMESTIC WATER PIPE SIZING CHARTS & REMOTE HOT WATER RECIRCULATION	2/9/2026
Electrical		
EG.1	ELECTRICAL COVER SHEET	2/9/2026
EDS1.0	ELECTRICAL SITE PLAN -DEMOLITION	2/9/2026
ES1.1	ELECTRICAL SITE PLAN	2/27/2026
EP2.1	POWER PLAN -LEVEL 1 SECTOR A	2/9/2026
EP2.2	POWER PLAN -LEVEL 1 SECTOR B	2/9/2026
EP2.3	POWER PLAN -LEVEL 2 SECTOR A -PHASE 2	2/9/2026
EP2.4	POWER PLAN -LEVEL 2 SECTOR B -PHASE 2	2/9/2026
EP2.5	POWER PLAN -LEVEL 1 SECTOR A	2/9/2026
EP2.6	POWER PLAN -LEVEL 1 SECTOR B	2/9/2026
EP2.7	POWER PLAN -LEVEL 2 SECTOR A -PHASE 2	2/9/2026
EP2.8	POWER PLAN -LEVEL 2 SECTOR B -PHASE 2	2/9/2026
EP2.10	POWER AND LIGHTING PLAN -ROOF	2/9/2026

EP2.10	POWER AND LIGHTING PLAN -ROOF -PHASE 2	2/9/2026
EL2.1	LIGHTING PLAN -LEVEL 1	2/9/2026
EL2.2	LIGHTING PLAN -LEVEL 2	2/9/2026
E3.1.1	ELECTRICAL SINGLE LINE DIAGRAM -PHASE 1	2/9/2026
E3.1.2	ELECTRICAL SINGLE LINE DIAGRAM -PHASE 2	2/9/2026
E3.2.1	GROUNDING DIAGRAM	2/9/2026
E4.1.1	LUMINAIRE SCHEDULE	2/9/2026
E4.2.1	PANELBOARD SCHEDULES -LEVEL 1	2/9/2026
E4.2.2	PANELBOARD SCHEDULES -LEVEL 2	2/9/2026
E4.2.3	HEP SCHEDULE	2/9/2026
E4.3.1	LIGHTING COMPLIANCE SHEETS	2/9/2026
E4.3.2	LIGHTING COMPLIANCE SHEETS	2/9/2026
E5.1	ENLARGED PLANS	2/9/2026
E6.1	ELECTRICAL STANDARD DETAILS	2/9/2026
E6.2	ELECTRICAL STANDARD DETAILS	2/9/2026
E6.3	ELECTRICAL STANDARD DETAILS	2/27/2026
E6.4	CASEWORK ELECTRICAL COORDINATION SCHEDULE AND DETAILS	2/9/2026
Low Voltage		
TG.1	TECHNOLOGY COVER SHEET	2/9/2026
T0.1	TECHNOLOGY SITE PLAN	2/9/2026
TT2.1.1	TELECOM PLAN -LEVEL 1 -PHASE 1	4/1/2026
TT2.2.1	TELECOM PLAN -LEVEL 2 -PHASE 1	4/1/2026
TT2.3	TELECOM PLAN -ROOF	2/9/2026
TS2.1.1	SECURITY PLAN -LEVEL 1 -PHASE 1	4/1/2026
TS2.2.1	SECURITY PLAN -LEVEL 2 -PHASE 1	4/1/2026
TS2.3	SECURITY PLAN -ROOF	2/9/2026
TT5.1	ENLARGED PLANS -TELECOM	2/9/2026
T6.1	TECHNOLOGY OUTLET DETAILS	2/9/2026
T6.2	TECHNOLOGY PULL BOX & CONDUIT DETAILS	2/9/2026
T6.3	TECHNOLOGY MDF/IDF DETAILS	2/9/2026
T6.4	TECHNOLOGY DETAILS NO SCALE	2/9/2026
TT7.1	TELECOM RISER DIAGRAMS	2/9/2026
TS7.1	ACCESS CONTROL AND VIDEO SURVEILLANCE RISER DIAGRAM	2/9/2026
TS7.2	DOOR ELEVATIONS -SECURITY	2/9/2026
Fire Alarm		
FA0.00	COVER SHEET - FIRE ALARM	2/9/2026
FA2.20	LEVEL 1 - FLOOR PLAN - FIRE ALARM	2/9/2026
FA2.21	LEVEL 2 - FLOOR PLAN - FIRE ALARM	2/9/2026
Fire Sprinkler		
FS0.00	COVER SHEET - FIRE SPRINKLER	2/9/2026
FS2.20	FIRE SPRINKLER - LEVEL 1	2/9/2026
FS2.21	FIRE SPRINKLER - LEVEL 2	2/9/2026



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.

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

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

§ 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

§ 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:



DATE: August 27, 2026

TO: Southern Nevada District Board of Health Members

FROM: Cassius Lockett, PhD, District Health Officer 

SUBJECT: District Health Officer Report

Youth Vaping

As students returned to classrooms this month, the Southern Nevada Health District highlighted new data showing that youth vaping remains a significant public health concern. Nearly one-third of Clark County high school students have tried e-cigarettes, according to the 2025 Nevada Youth Risk Behavior Survey. This underscores the need for parents, educators and community members to talk with young people about the risks of nicotine and vaping. The Health District is encouraging families to start conversations early, recognize the signs of vaping and use available resources to help prevent nicotine addiction among youth.

According to the survey, 31% of Clark County high school students and 17% of middle school students have tried e-cigarettes. In addition, 12% of high school students and 8% of middle school students reported using e-cigarettes during the past 30 days. E-cigarettes are the most commonly used tobacco product among youth nationwide, according to the Centers for Disease Control and Prevention. Like all tobacco products, e-cigarettes contain nicotine, a highly addictive chemical that can affect brain development and impair attention, learning, mood and impulse control.

Most tobacco use begins during adolescence, when young people can be influenced by peer pressure, tobacco marketing and easy access to nicotine products. Among Clark County students who reported using e-cigarettes, the most common source was friends, family members or someone else. Sixty percent of high school students and 59% of middle school students said they obtained a vape this way, illustrating the important role families and communities play in preventing youth access to vaping products.

Marketing and online exposure also contribute to youth interest in vaping. Social media, product placement and depictions of tobacco and nicotine use in entertainment aimed at younger audiences can influence behavior. Nearly three-quarters of students (74%) reported seeing e-cigarette-related content on social media. Research also shows that teens who viewed tobacco- or nicotine-related content on TikTok at least weekly had three times the odds of currently using e-cigarettes.

Disposable vaping devices remain the most commonly used type of e-cigarette among U.S. youth who currently vape, accounting for 55.6% of reported use. Popular brands reported among youth include Geek Bar, Elf Bar and Lost Mary.

Access to tobacco retailers also remains a concern. About 35% of public schools in Las Vegas are within 1,000 feet of a tobacco retailer, highlighting the need for continued prevention, education and enforcement efforts to reduce youth access to nicotine products.

Parents and caregivers can help prevent youth vaping by talking openly with children about the risks of nicotine, asking questions about what they see and hear from friends and online, and recognizing signs that a young person may be using e-cigarettes. Schools and community organizations also play an important role by providing education, support and resources that help young people make healthy choices.

Additional resources

- [Get Healthy Clark County](#): Resources for parents, educators and youth, including quit-vaping information and educational materials.
- [Nevada Tobacco Quitline](#): Nevada residents age 13 and older can receive free help quitting tobacco products, including e-cigarettes, by calling 800-QUIT-NOW (800-784-8669).
- [American Lung Association's NOT for Me](#): A free, interactive eight-week online program designed to help teens quit vaping or smoking
- [Truth Initiative: freedom from nicotine addiction](#): Offers quitting tools and support. Text EXPROGRAM to 88709.
- [My Life, My Quit Quitline](#): For teens 13 years and older. Text START MY QUIT to 36072.

Cyclosporiasis Outbreak

The Health District has reported 10 cases of cyclosporiasis among Clark County residents in 2026. Three of the cases were likely acquired during travel to states associated with the multistate outbreak that began in May. The individuals traveled during their exposure periods before returning to Clark County. At this time, there is no evidence that their exposure occurred in Clark County or elsewhere in Nevada.

Cyclosporiasis is an intestinal illness caused by the microscopic parasite *Cyclospora cayetanensis*. Sporadic cases are reported locally each year, and there is no indication of increased local transmission.

The Centers for Disease Control and Prevention and the U.S. Food and Drug Administration are investigating the multistate outbreak linked to shredded iceberg lettuce distributed by Taylor Farms de Mexico and served at certain Taco Bell locations. As of August 5, the CDC reported 6,358 laboratory-confirmed cases and 278 hospitalizations associated with the outbreak.

The best-by dates for the recalled lettuce have passed, and the products should no longer be available in stores or restaurants. People should check any products they still have and should not eat lettuce included in the recall. When purchasing iceberg lettuce that has not been recalled, choose whole heads rather than prewashed, bagged lettuce. Discard the outer two or three layers of whole heads, separate the remaining leaves and rinse them thoroughly under running water. Washing produce can reduce, but does not eliminate, the risk of *Cyclospora* contamination.

Cooking produce thoroughly is the most effective way to reduce the risk of infection. Consumers should also:

- Wash their hands with soap and water before and after handling produce.
- Rinse fruits and vegetables thoroughly under running water before eating, cutting or cooking them.
- Scrub firm produce with a clean produce brush.

- Peel produce when appropriate after washing it.
- Refrigerate cut, peeled or cooked produce as soon as possible.
- Clean and sanitize surfaces or containers that have come into contact with recalled lettuce.

The most common symptom of cyclosporiasis is watery diarrhea. Other symptoms may include loss of appetite, weight loss, stomach cramps, bloating, increased gas, nausea, fatigue and, less commonly, vomiting or a low-grade fever. Some people recover without treatment, but symptoms can last several weeks or longer and may go away and then return. Antibiotics can reduce the severity and duration of the illness.

Dehydration is a primary concern, particularly for young children, older adults and people with weakened immune systems. People who have experienced watery diarrhea for more than a few days should contact a health care provider and ask whether testing for Cyclospora is appropriate. Anyone experiencing signs of severe dehydration, including dizziness, weakness or decreased urination, should seek medical care promptly.

People who are immunocompromised or especially concerned about infection may consider choosing thoroughly cooked produce while the outbreak remains under investigation. People should also monitor public health advisories and avoid foods specifically identified as part of the outbreak.

For more information about cyclosporiasis, visit www.cdc.gov/cyclosporiasis.

Substance Misuse and Overdose Prevention Summit

Public health professionals, behavioral health experts, community leaders and advocates gathered Thursday, August 13, for the seventh annual Substance Misuse and Overdose Prevention Summit hosted by the Southern Nevada Health District. The event explored the latest approaches to preventing substance misuse, reducing overdose deaths and supporting long-term recovery.

This year's theme, "The Science of Hope: Strategies to Reduce Substance Use and Build Resilience in Our Community," highlighted evidence-based approaches to strengthening prevention efforts, improving access to treatment and recovery services, and building healthier, more resilient communities.

The sold-out event was presented by the Health District in partnership with the PACT Coalition, Nevada High Intensity Drug Trafficking Area and Nevada Institute for Children's Research and Policy.

Summit sessions explored a wide range of timely issues, including:

- Emerging drug trends, overdose response and prevention strategies.
- Integrated approaches to mental health and substance use care.
- Peer-recovery support, lived experience and recovery-friendly workplace initiatives.
- Community partnerships to strengthen prevention, treatment, rescue and recovery efforts.

The keynote speaker was Mary Jadwisiak, founder and CEO of Holding the Hope, a behavioral health consulting and training organization focused on peer support and recovery. Additional presenters included experts from the Health District, the PACT Coalition, Foundation for Recovery, U.S. VETS Las Vegas and other behavioral health and community organizations. The summit also featured a panel discussion, "The Long Game: A Decade of Coalition-Driven Overdose Prevention in Southern Nevada," recognizing the Southern Nevada Opioid Advisory Council as it marks its 10th anniversary.

West Nile virus

As of August 10, the Health District is reporting one neuroinvasive case of West Nile virus in a Clark County resident. The Health District has set 1,917 traps throughout the county and submitted 1,976 sample pools—representing 38,023 mosquitoes—to the Southern Nevada Public Health Laboratory for analysis. Of the sample pools submitted, 41 have tested positive for West Nile virus. No sample pools have tested positive for St. Louis encephalitis or Western equine encephalitis.

The Health District continues its mosquito surveillance efforts throughout Clark County and reminds residents that the presence of West Nile virus in mosquitoes increases the risk of human infection.

The Health District recommends the following steps to reduce the risk of mosquito bites:

- Use an Environmental Protection Agency (EPA)-registered insect repellent.
- Wear long sleeves and pants when outdoors, especially at dawn and dusk when mosquitoes are most active.
- Remove standing water around homes and businesses where mosquitoes can breed.
- Ensure window and door screens fit properly to keep mosquitoes outside.

The Health District works with local partners to implement mosquito control measures when virus activity is detected. Residents can stay informed about local mosquito surveillance activity by visiting the Health District's weekly West Nile virus surveillance reports at www.southernnevadahealthdistrict.org/programs/mosquito-surveillance/arbovirus-update/.

Community Meetings

Week ending 08/02:

Biweekly:

- Facilitated one-on-one meetings with Direct Reports
- Participated in the Lab Expansion meeting

Monthly:

- Participated in the Disease Surveillance & Control Division leadership meeting

Quarterly:

- Participated in the Community Health Division leadership meeting

Ad-hoc Meetings:

- Attended an introductory meeting with Teddy Parker and Dan Polsenberg
- Attended a meeting with Brian Rosenberg and Russell Suzuki from HealthIE Nevada
- Facilitated the SNHD Waterfall Call Down Drill
- Participated in a meeting with Dr. Nemec and Dr. Packham regarding a Medical Student Survey
- Attended a meeting with Dr. Edwin Oh

Week ending 07/26:

Biweekly:

- Facilitated one-on-one meetings with Direct Reports
- Attended the New Hire Orientation
- Facilitated the Health Executive Council meeting
- Participated in the EIS Bi-weekly Check-in meeting

Monthly:

- Participated in the individual Southern Nevada District Board of Health Agenda Review meetings with Mayor Pro Tem Gallo, Commissioner Becker, Councilwoman Summers-Armstrong, Councilwoman Larson, Scott Nielson, Bobbette Bond, and Mayor Hardy
- Participated in the Southern Nevada Community Health Center Governing Board meeting
- Participated in the Southern Nevada District Board of Health meeting

Ad-hoc Meetings:

- Attended a meeting with Assembly Member Tracy Brown-May

Week ending 07/19:

Biweekly:

- Facilitated one-on-one meetings with Direct Reports
- Participated in the Lab Expansion meeting

Monthly:

- Participated in the individual Southern Nevada District Board of Health Agenda Review meetings with Mayor Pro Tem Scott Black and Commissioner Kirkpatrick

Quarterly:

- Participated in the Public Health Advisory Board

Professional Development/Conferences:

- Attended the virtual NACCHO 360 Conference

Ad-hoc Meetings:

- Attended a meeting with Scoot Nielson regarding the lab expansion
- Attended a meeting regarding Ebola Response Protocols
- Attended a meeting with representative from Northern Nevada Public Health regarding Karius Test – Legionella
- Attended a meeting with the CDC EIS Field Officer Supervisor, in preparation for the new EIS Officer

Week ending 07/12:

Biweekly:

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

Monthly:

- Participated in the Monthly Leadership Finance meeting

Media/Interviews/Panelist/Presenter/Events:

- Attended the Grand Opening of the new SNHD Outdoor Break Area

Ad-hoc Meetings:

- Attended a meeting with representatives from Healthcare in Action and the Southern Nevada Community Health Center
- Attended a meeting with representatives from Healthcare in Action and Clark County

Week ending 07/05:

Biweekly:

- Facilitated one-on-one meetings with Direct Reports
- Participated in the Lab Expansion meeting

Monthly:

- Participated in the Healthcare Associated Infections (HAI) Update meeting

Media/Interviews/Panelist/Presenter/Events:

- Presented at the UMC Academic Summit

Ad-hoc Meetings:

- Attended an internal meeting regarding the Street Medicine Program
- Attended a meeting with Dr. Akpinar-Elci and Megan Comlossy regarding the UNR School of Public Health

Legislative Update

August 27, 2025

Last Session: State Public Health Funding

- \$15 million in non-categorical, per capita public health funding was approved for statewide distribution for the 2025–2027 biennium.
- SNHD received \$10.8 million, split equally between SFY26 & SFY27
- SPHF funding supports:
 - Healthcare-associated infection (HAI) prevention and control
 - Epidemiology and public health laboratory capacity

2027 Legislative Session: Funding Priorities

- **State Public Health Funding:** Seeking continuation of the **\$15 million statewide investment** in the Governor's recommended budget and legislative approval to sustain the public health capacity supported during the current biennium.
- **Infectious Disease Infrastructure:** Proposed **\$6.7 million statewide investment for the biennium** to maintain and strengthen disease surveillance, investigation and response capacity, including epidemiology and informatics staffing, public health workforce development and laboratory infrastructure.

Public Health in the Interim

- **Joint Special Committee to Examine Functions at Hotels for Housekeeping Staff**
 - **March 12, 2026** – Addressing the Overdose Epidemic: Clark County Data & SNHD Initiatives Presentation
- **Joint Interim Standing Committee on Health and Human Services**
 - **March 31, 2026** – Public Health Presentations
 - **August 11, 2026** – Committee approved infectious disease proposal to move forward as a BDR
- **Joint Interim Standing Committee on Revenue**
 - **July 8, 2026** – Nevada Tobacco Control and Smoke-free Coalition presented on tobacco pricing proposal
 - **August 26, 2026** – Committee approved revising tax on other tobacco products

Looking Ahead to the 2027 Legislative Session



Legislative Idea Submission
Form

Working with programs across SNHD to evaluate and develop additional potential legislative proposals for the 2027 Legislative Session.



Southern Nevada **TRAUMA SYSTEM**

UMC • SUNRISE • ST. ROSE SIENA • O'CALLAGHAN

Understanding Trauma Catchment in Southern Nevada:

- What is trauma catchment?
- Why was it established?
- How has it evolved?
- How is it reviewed and modified?

A focused overview of trauma catchment within the larger system

Stacy Johnson
Regional Trauma Coordinator
August 27, 2026

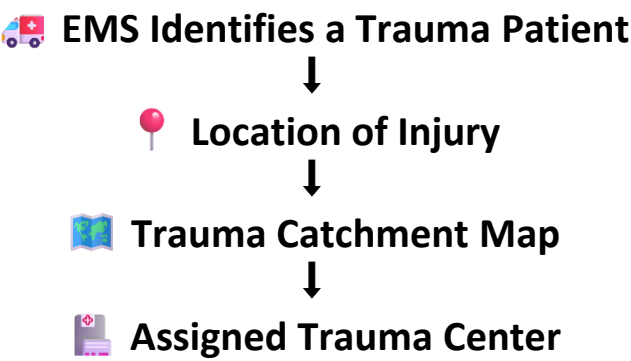
What is a Trauma Catchment?

A Geographic Guide for Trauma Patient Destination

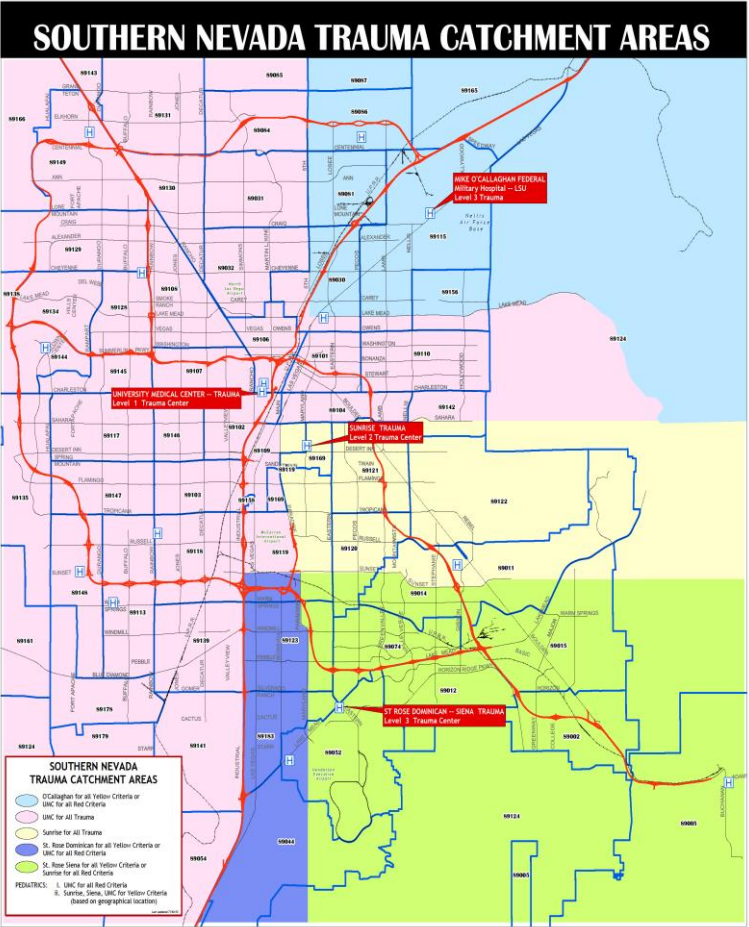
Definition

Trauma catchment is a geographic framework used to help determine the appropriate trauma center destination for patients who meet established trauma destination criteria.

The purpose of the catchment system is to provide a consistent method for directing trauma patients to designated trauma centers within Southern Nevada.



Trauma catchment does not determine whether a patient is a trauma patient—it helps determine where that patient is transported once the need for specialized trauma care has already been identified.



- Red — highest-level trauma destination criteria
- Yellow — additional trauma destination criteria

Regulatory Framework

What Governs Trauma Catchment

Trauma Catchment is established through a combination of state law, local regulations, and regional policy

State	Local	Regional
 Nevada Administrative Code (NAC)	 Southern Nevada Health District EMS and Trauma System Regulations May 2007: Board of Health adopted the Trauma System Regulations outlining the OEMSTS to establish catchment areas	 Trauma System Plan and EMS Protocols
Established requirements for trauma patient destination	Authorizes and administers the regional trauma system	Defines how destination decisions are implemented in daily EMS operations

Together, these authorities provide the framework for a consistent and coordinated trauma destination process throughout Southern Nevada.

OEMSTS is responsible for establishing, reviewing, and adjusting trauma catchment areas as part of planning, developing, coordinating, maintaining, modifying, and improving the regional trauma system.

Who Makes Catchment Change Decisions and Why?

WHO?

OEMSTS - Regulatory responsibility to establish, review, and adjust Catchment Areas for Trauma & Pediatric Trauma Centers

WHY WOULD CATCHMENT BE REVIEWED?



Trauma System Changes

- New trauma center
- Trauma center upgrade/change in capability



Changes in System Performance

- Significant changes in trauma volume or distribution
- Changes identified through TFTC and trauma center data
-



EMS / Access

- Changes in EMS transport times or patterns
- Changes affecting timely access to trauma care

These changes prompt evaluation—not an automatic change to the catchment map.



Why Was Trauma Catchment Established?

Building Southern Nevada’s Trauma System

Historical Timeline

2002	•	Trauma registry data analyzed to evaluate patient distribution
2003-2004	•	Planning and development of a regional trauma system
2005	•	Trauma catchment boundaries formally implemented as the system was transitioning from one primary trauma center to multiple trauma centers
2022	•	Catchment boundaries adjusted to include MOMMC as a new level III
Feb 2024	•	Catchment boundary for MOMMC expanded

Why Catchment?

 Coordinate trauma destinations

 Patient volumes

 Regional Coordination

 Access to Care

Catchment was created as a system-design tool—not simply as a geographic boundary

How Is Catchment Reviewed?

The system is continually monitored through:

Quarterly

 RTAB/TMAC

Multi-source system review

- TFTC data
- Trauma center data
- Trauma mortality & coroner data

Annually

 The Southern Nevada Trauma System Annual Report

- Trends TFTC metrics

 State Trauma System Report

- Provides broader evaluation of trauma system performance

When Trends are Identified

 RTAB / TMAC

- Additional data analysis
- Further system evaluation when warranted



Catchment is not static; system performance is continuously monitored.

Southern Nevada Trauma Catchment Areas

Current Trauma Catchment Map

Pink:

- UMC for all red and yellow

Yellow:

- Sunrise for all red and yellow

Green:

- St Rose Siena for all yellow
- Sunrise for all red

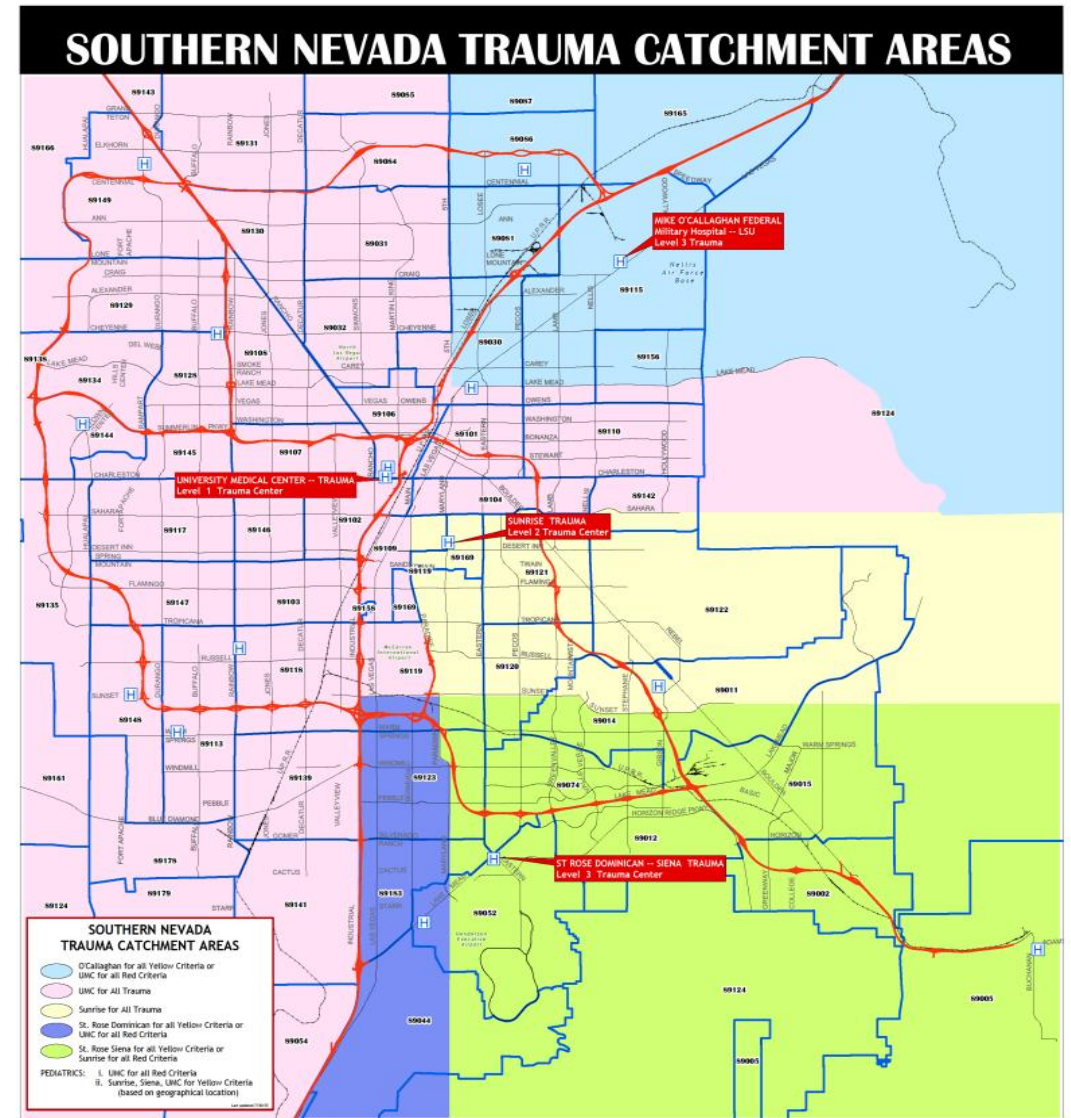
Dark Blue:

- St Rose Siena for all yellow
- UMC for all red

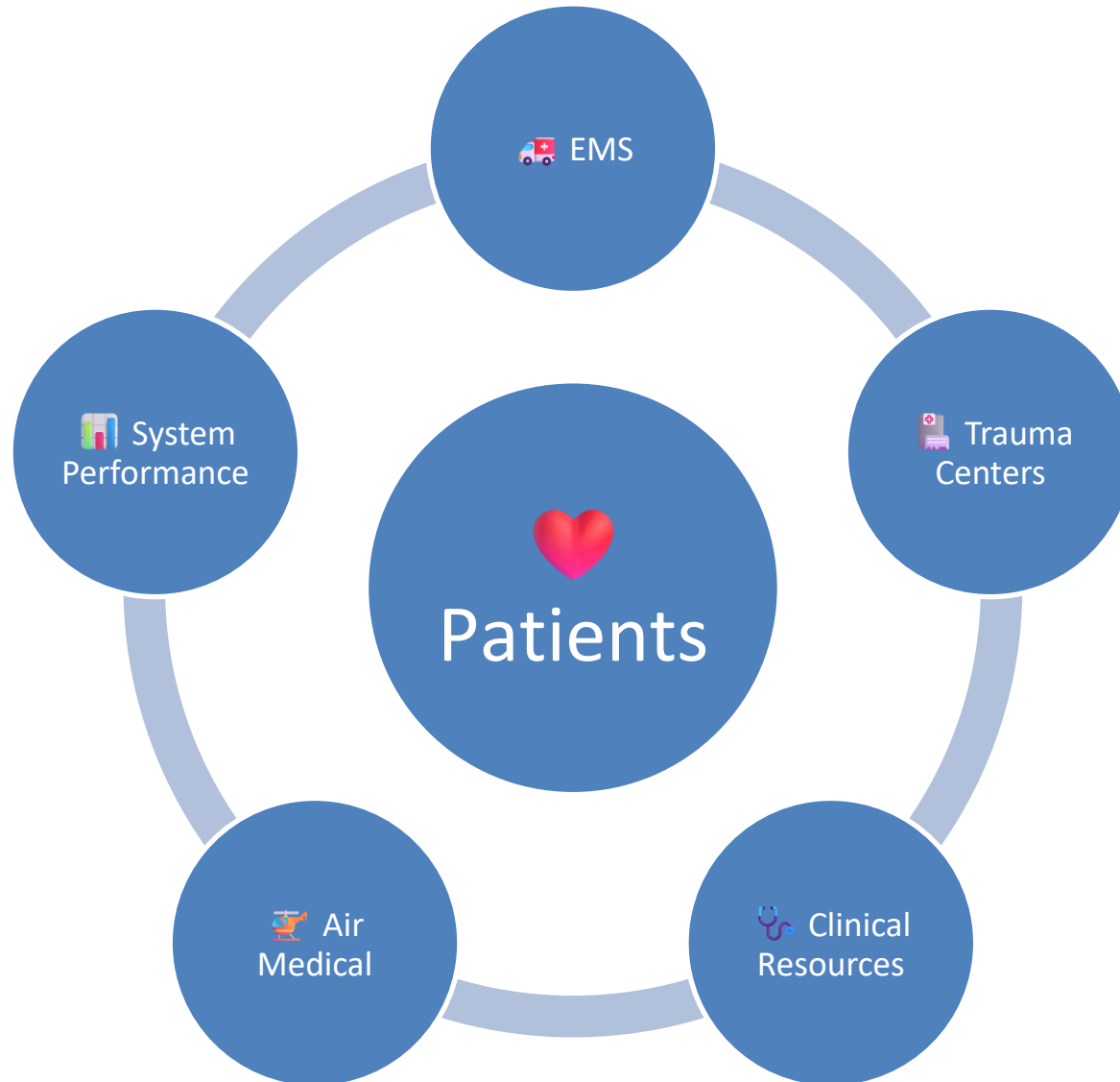
Light Blue:

- MOMMC for all yellow
- UMC for all red

Each geographic area is assigned to a designated trauma center to provide a consistent destination process for patients meeting the Trauma Field Triage Criteria.



Catchment Decisions Influence the Entire Trauma System



Changes to catchment affect every component of the regional trauma system and therefore require careful evaluation of system-wide impacts.

How Do Other Trauma Systems Approach Catchment?

Trauma Systems Across the Country Use a Variety of Approaches to Trauma Destination Decisions

Region	Catchment Boundaries	How Destinations Decisions are Made
Southern Nevada	✓Yes	Geographic catchment assignment with protocol-defined exceptions
Denver/Metro	✗No	Transport to most rapidly accessible Appropriate Trauma Center https://dmemsmd.org/wp-content/uploads/sites/51/2026/07/DMEMSMD-Protocols-July-2026-FINAL-2026-07-20.pdf
Phoenix / Maricopa County	✗No	Transported to a trauma center, as available within the geographic constraints of the regional trauma system https://www.azdhs.gov/documents/preparedness/emergency-medical-services-trauma-system/t3g-approved-mdc-vad-tah-update.pdf?v=20260518
Los Angeles County	✗No	Transported directly to the designated trauma center, if transport time does not exceed 30 minutes https://dhs.lacounty.gov/emergency-medical-services-agency/home/resources-ems/prehospital-care-manual/ref-500/
San Diego County	✓Yes	Geographic catchment assignment with protocol-defined exceptions https://www.sandiegocounty.gov/content/sdc/ems/trauma_system.html

Examples shown are intended to illustrate general destination models used by selected metropolitan trauma systems. Each regional trauma system operates under its own state laws, regulations, and local governance.

What Informs Catchment Review?

Objective Measures

TFTC volume/distribution

EMS transport times

Population/community growth

Trauma center capabilities

Access to trauma care

Clinical & Operational Expertise

EMS

Trauma centers

OEMSTS

Office of Epidemiology

Regional advisory committees

Regulatory Framework

State regulations

Local regulations

Trauma System Plan

These factors are considered collectively to understand the potential impact on the regional trauma system.

Key Takeaways

Trauma Catchment



1. It is a destination framework



2. It was established to support a coordinated regional trauma system and timely access to trauma care



3. It operates within an established regulatory framework



4. It is continuously monitored and can be reviewed and modified as the trauma system and community evolve



5. Its impact extends across the entire regional trauma system.

The goal remains the same: timely access to the appropriate level of trauma care for the residents and visitors of Southern Nevada.



Southern Nevada
TRAUMA SYSTEM

UMC • SUNRISE • ST. ROSE SIENA • O'CALLAGHAN

Epidemiology's Role in the Trauma Catchment Discussion

Brandon Delise, Lei Zhang

Sr. Epidemiologist, Informatics Manager

Office of Epidemiology, Office of Informatics

August 27th, 2026

The Role of Epidemiology

- **Epi's Role**
 - The Office of Epidemiology analyzed Trauma Field Triage Criteria (TFTC) data and modeled what would change under proposed boundary changes.
- **Why Does This Matter:**
 - Boundary changes could shift patient volume, severity, and system balance across trauma centers.

How We Know What's Happening Today

1

Started with TFTC data

Pulled 5 years (2021–2025) of TFTC data. TFTC classifies patients by Red (critical) and Yellow (moderate) criteria and captures pickup location, injury mechanism, and decide where to transfer trauma patients.

2

Mapped today's system

Plotted each pickup location and mapped it to current catchment boundary by trauma center, showing current patient distribution by triage criteria and how the system works right now.

How We Test a Proposed Change

3

Modeled “what if” scenarios

Applied the same methodology for 10 proposed changes of catchment boundary. Each proposal redirects a specific catchment area’s patients (mostly Red-criteria) to a different trauma center while the rest of the system stays the same –a targeted, apples-to-apples comparison.

4

Measured the impact

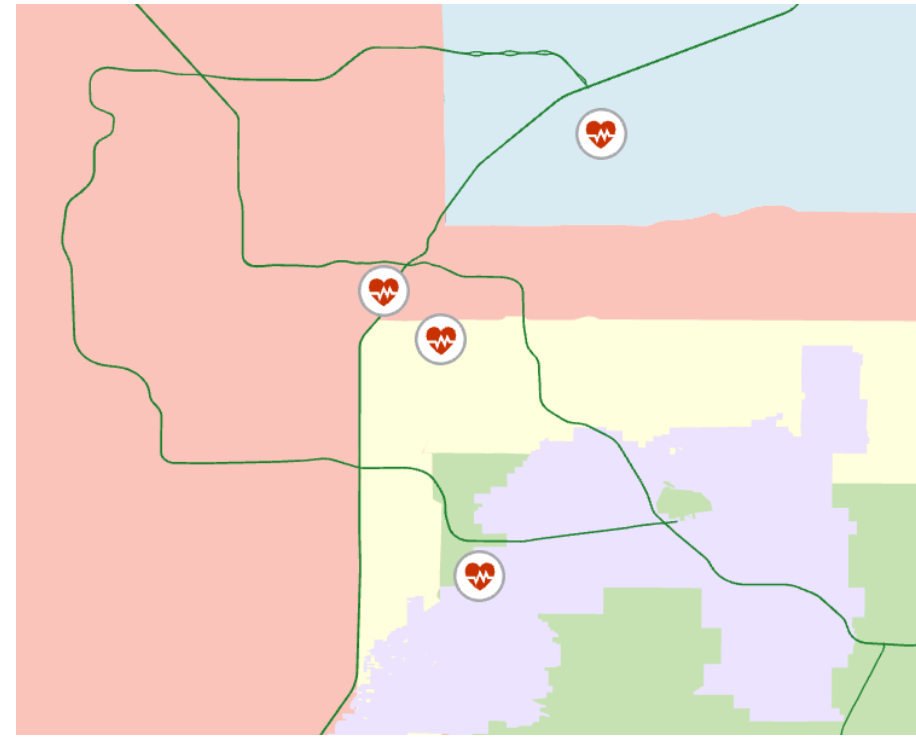
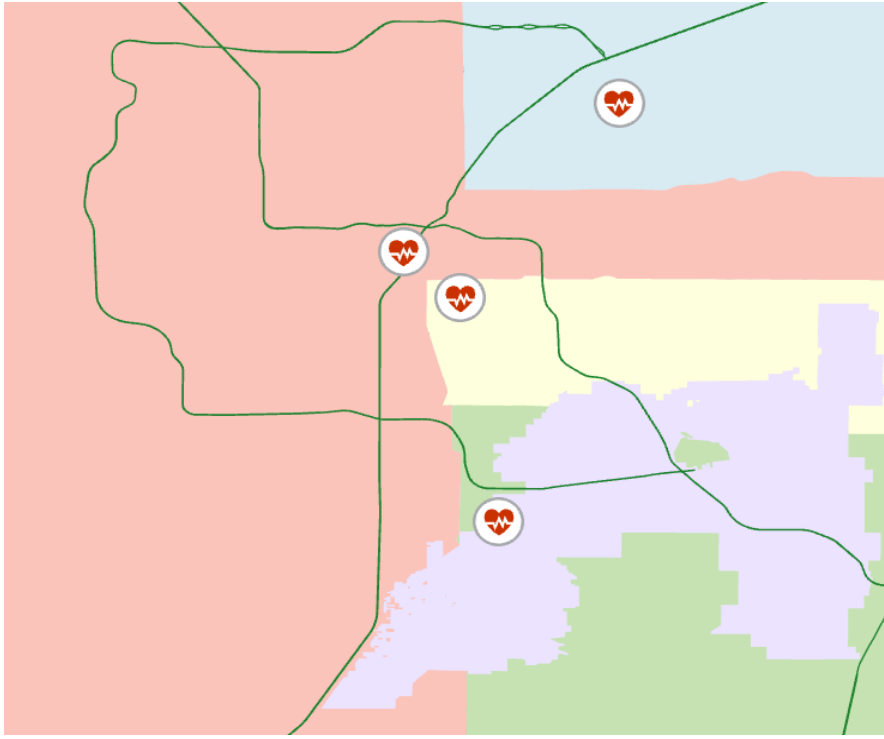
Estimated shifts in patient volume and Red/Yellow triage mix/severity at each trauma center under each proposal.

5

Independently verified

SNHD Informatics team repeated the analysis with different method (Python) and confirmed the Epidemiology results using SAS and ArcGIS.

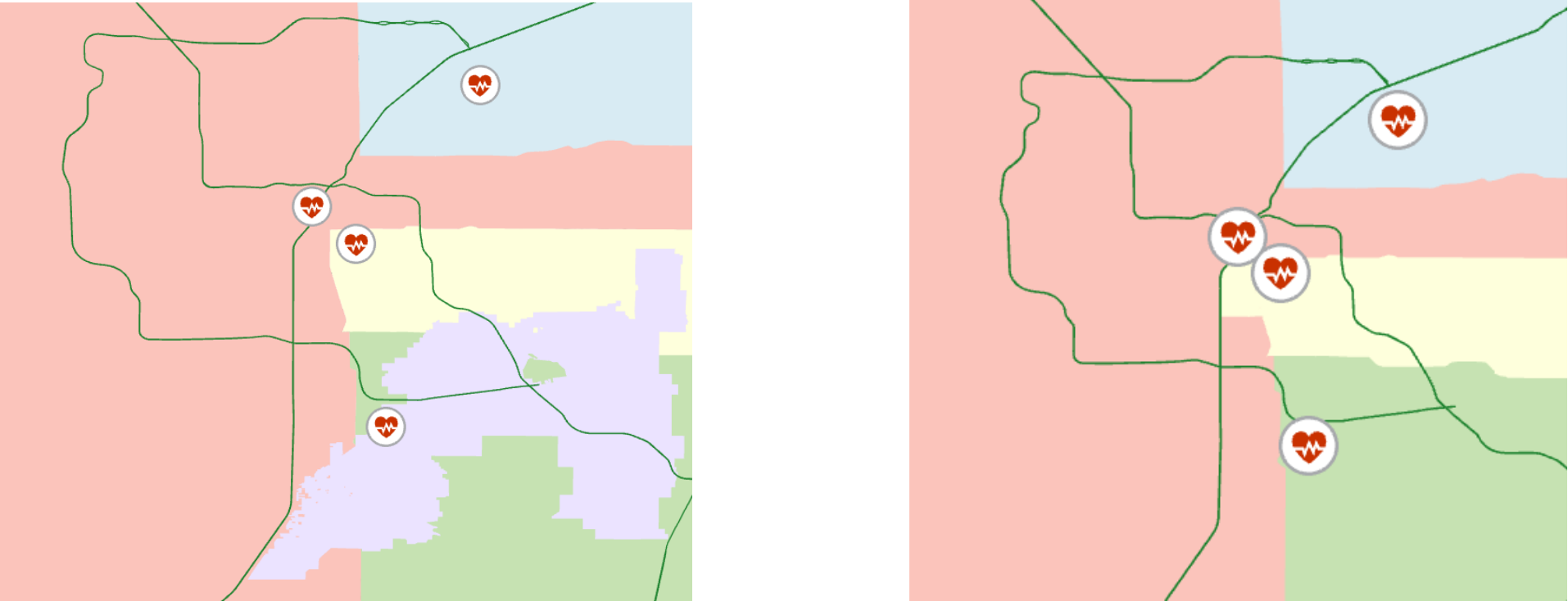
Example model only: current catchment (left) vs. Proposal 6



HYPOTHETICAL PROPOSAL #6

TFTC Incidents (Aggregated), 2021-2025								
Current_Destination				Hypothetical_Destination			Change	
Current Destination	NV Trauma Registry (2023-2025)	TFTC Category/Color	Frequency	Hypothetical Destination	Trauma Color	Frequency	Change (Counts)	%Change
Facility A	300 (ISS<=15)	Yellow	5032	Facility A	Yellow	5032	0	0
Facility A	31 (ISS > 15)	Red	0	Facility A	Red	0	0	0
Facility B	3653 (ISS<=15)	Yellow	5952	Facility B	Yellow	4898	-1054	-21.52
Facility B	246 (ISS > 15)	Red	0	Facility B	Red	664	664	N/A
Facility C	10406 (ISS<=15)	Yellow	7183	Facility C	Yellow	13520	6337	46.87
Facility C	1923 (ISS > 15)	Red	2186	Facility C	Red	2336	150	6.42
Facility D	8686 (ISS<=15)	Yellow	39831	Facility D	Yellow	34537	-5294	-15.33
Facility D	2323 (ISS > 15)	Red	6857	Facility D	Red	6044	-813	-13.45

Example model only: current catchment (left) vs. Proposal 7A (right)



HYPOTHETICAL PROPOSAL #7A

TFTC Incidents (Aggregated), 2021-2025								
Current_Destination				Hypothetical_Destination			Change	
Current Destination	NV Trauma Registry (2023-2025)	TFTC Category/Color	Frequency	Hypothetical Destination	Trauma Color	Frequency	Change (Counts)	%Change
Facility A	10406 (ISS<=15)	Yellow	7183	Facility A	Yellow	10771	3588	33.31
Facility A	1923 (ISS > 15)	Red	2186	Facility A	Red	2031	-155	-7.63
Facility B	300 (ISS<=15)	Yellow	5032	Facility B	Yellow	5032	0	0
Facility B	31 (ISS > 15)	Red	0	Facility B	Red	0	0	0
Facility C	3653 (ISS<=15)	Yellow	5952	Facility C	Yellow	5301	-651	-12.28
Facility C	246 (ISS > 15)	Red	0	Facility C	Red	700	700	N/A
Facility D	8686 (ISS<=15)	Yellow	39831	Facility D	Yellow	37304	-2527	-6.77
Facility D	2323 (ISS > 15)	Red	6857	Facility D	Red	5444	-1413	-25.96

Why This Matters

- **Evaluate impact before changes**
 - Shows whether a proposal would create big shifts in volume or triage mix at any trauma center.
- **Keeps the regional system balanced and efficient**
 - Assesses whether trauma patients would continue to be routed appropriately under different proposals and the regional trauma system is still efficient.
- **Independently verified**
 - Provides a reproducible, evidence-based comparison of tradeoffs before implementation. The analysis was cross verified by SNHD's Informatics team using the same data.

MEMORANDUM



Date: August 27, 2026
To: Southern Nevada District Board of Health
From: Cassius Lockett, PhD, MS, *District Health Officer* 
Subject: **Administration Division Monthly Report – July 2026**

Executive Summary	1
Office of Communications	1
Facilities	3
Finance	4
Human Resources (HR)	6
Informatics	8
Information Technology (IT)	11
Workforce Team – Public Health Infrastructure Grant (PHIG)	12
Appendix A – Office of Communications	14
Appendix B – Finance – Payroll Earnings Summary – June 20, 2026 to July 3, 2026	16
Appendix C – Finance – Payroll Earnings Summary – July 4, 2026 to July 17, 2026	18
Appendix D – Finance – Payroll Earnings Summary – July 18, 2026 to July 31, 2026	20

Executive Summary

The Office of Communications issued 4 News Release, placed advertisements promoting immunization clinics for Back-to-School, updated Beat the Heat campaign outreach materials, assisted with the design and publication of Double Up Food Bucks recipe cards, and designed dietitian promotional flyers for the Southern Nevada Community Health Center. As of August 4, 2026, the Health District had 797 active employees. Human Resources posted 11 employment opportunities, held 50 interviews, extended 10 job offers, and onboarded 9 new hires. A Grand Opening for the Outdoor Break Area was held with contest, games, and light refreshments.

Office of Communications

News Releases Disseminated:

- CredibleMind platform marks two years connecting Clark County residents to mental health resources
- UPDATE: Additional mosquito pools test positive for West Nile virus in Clark County

- No local cases of cyclosporiasis linked to current multistate outbreak
- REMINDER – Ready, Set, School: Time to schedule required vaccinations
- Health District reports potentially domestically acquired case of cyclosporiasis
- New approaches to substance misuse prevention take center stage at annual summit
- Health District reports second case of cyclosporiasis linked to domestic travel

Press:

- Street Medicine program
- Extreme heat
- Cyclosporiasis cases
- Bed bug complaints
- Back-to-school immunizations
- Overdose deaths and prevention efforts

Five hundred ninety-three news clips related to the Health District, local news coverage and national coverage of public health topics were compiled in July. Coverage includes traditional print, broadcast, digital and online media outlets. A complete list is available at <https://media.southernnevadahealthdistrict.org/download/oc/202607-PI-Report.pdf>.

Advertisements, Projects Completed and Social Media Summary:

In July, staff placed advertisements promoting immunization clinics for Back-to-School in the Las Vegas Kids Directory and El Nuevo Mundo newspaper. Staff updated Beat the Heat campaign outreach materials, assisted with the design and publication of Double Up Food Bucks recipe cards for the Office of Chronic Disease Prevention and Health Promotion, and designed dietitian promotional flyers for the Southern Nevada Community Health Center. Staff also created toolkit materials and letterhead templates for the Health Equity Brian Health Initiative and developed foodborne outbreak prevention and response materials for the Environmental Health division.

The Office of Communications facilitated responses to 198 public information inquiries related to Health District programs and services, vaccine clinic requests, health fair invitations, and complaints. The team also received 130 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.org and SNCHC.org.

On social media, staff promoted the Beat the Heat campaign, Water Watcher, CredibleMind, That's not you girl post, cooling stations, Back-to-School vaccination clinics, Fight the Bite, Mindful Moments with Tabitha, lead testing services (English and Spanish), Level 5, holiday clinic closures, and Board of Health recognitions. Staff created several videos promoting National Health Center Week, Back-to-School immunizations, CredibleMind, and household lead testing.

Community Outreach and Other:

- Three Square Food Bank/Supplemental Nutrition Assistance Program, Low Income Energy Assistance Program and Temporary Assistance for Needy Families program clients processed: 47
- Department of Welfare & Supportive Services Medicaid/Supplemental Nutrition Assistance Program applications: 265
- Health District staff participated in eight outreach events.

Government Affairs Update:

- Refined Public Health Sector Legislative Request for Funding to Support Disease Surveillance, Investigation, and Response proposal with public health policy strategy group and discussions with LCB and legislators.
- Continued planning legislative site visit for Nurse Family Partnership program.
- Continued coordination of SB118 and State Public Health Fund expenditure and reporting activities.

Meetings and Events of Note:

- July 1: CDC/NPHIC Communication Call
- July 2: Southern Nevada Hospital Planning Committee meeting
- July 8: Meeting of the Joint Interim Standing Committee on Revenue, where Nevada Tobacco Control and Smoke-free Coalition presented on tobacco pricing.
- July 13-14: Big Cities Health Coalition In-Person Meeting in Louisville, KY
- July 14-17: NACCHO360 Conference in Louisville, KY
- July 16: Meeting with AARP new State Director
- July 20: Incident Command Team Training
- July 20: Meeting with RTC Government Affairs
- July 20: Meeting with Assemblymember Tracy Brown-May
- July 27: Assembled backpacks for Back-to-School La Oportunida Expo
- July 27: Radio Interview EXA FM La Oportunida Expo
- July 28: Meeting with Telemundo
- Meetings for Public Health Policy Strategy group
- 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	July 2025	July 2026		YTD FY26	YTD FY27	
Maintenance Responses	479	554	↑	479	554	↑
Electrical Work Orders	60	50	↓	60	50	↓
HVAC Work Orders	37	145	↑	37	145	↑
Plumbing Work Orders	16	17	↑	16	17	↑
Preventive Maintenance	83	16	↓	83	16	↓
Security Responses	2,458	1,537	↓	2,458	1,537	↓

Finance

Total Monthly Work Orders	July 2025	July 2026		YTD FY26	YTD FY27	
Purchase Orders Issued*	531	588	↑	531	588	↑
Grants Pending – Pre-Award**	8	4	↓	8	4	↓
Grants in Progress – Post-Award***	4	9	↑	4	9	↑

*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 – July 2026						
KEY: P=Pass-through, F=Federal, S=State, O=Other						
Project Name	Grantor	End Date	Amount	Reason	FTE	Comments
Council of State and Territorial Epidemiologists, Data Science Team Training (dstt_26)	O-CSTE	7/31/2026	\$11,953.00	End of project period	0.00	Not renewing
State of Nevada, ELC Nevada Wastewater Surveillance- Carry Over (elc2co26)	P-CDC	7/31/2026	\$66,443.00	End of project period	0.48	The renewal for FY27 is in progress
State of Nevada, Epidemiology and Laboratory Capacity Program, ELC Base Award, Year 2 of 5, ELC, (elcont26)	P-CDC	7/31/2026	\$373,099.00	End of project period	7.25	The renewal for FY27 is in progress
UNLV -BioWatch Environment Air Sample testing - Research (envspl26)	P-UNLV	7/31/2026	\$20,920.00	End of project period	0.55	The renewal was completed
Nevada Homeless Alliance, Mobile Project Homeless Connect Unsheltered Homeless (pphlc_24)	O-NHA	7/31/2026	\$374,670.00	End of project period	2.00	The renewal for FY27 is in progress
State of Nevada, Sharp 1- ELC (shrp1_26)	P-CDC	7/31/2026	\$915,996.00	End of project period	0.00	Not renewing

Grants Awarded – July 2026							
KEY: P=Pass-through, F=Federal, S=State, O=Other							
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE
State of Nevada, Adult Viral Hepatitis Prevention (aduhev26)	P-CDC	7/17/2026	5/1/2026	4/30/2027	\$26,050.00	FY2026 renewal	0.15
State of Nevada, HIV Surveillance (hivsv26)	P-CDC	7/31/2026	6/1/2026	5/31/2027	\$227,058.00	FY2026 renewal	1.40
State of Nevada, Sharp 2- ELC (shrp2_26)	P-CDC	7/28/2026	1/1/2026	7/31/2027	\$788,422.00	new effort	0.00
State of Nevada, Fund for Healthy Nevada (vapfhn27)	S-FHN	7/14/2026	7/1/2026	6/30/2027	\$291,585.00	FY2027 renewal	1.05
State of Nevada Family Planning (fpnv_27)	S	7/3/2026	7/1/2026	6/30/2027	\$400,499.00	FY2026 renewal	2.12
State of Nevada, Public Health Preparedness (PHP) City Readiness Initiative, carryover (crico_26)	P-CDC	7/1/2026	7/1/2025	6/30/2026	\$24,875.00	FY25 carryover	0.00
Public Health Data Modernization Implementation Centers (dmic_27)	P-CDC	7/14/2026	7/14/2026	9/30/2027	\$750,000.00	new effort	0.00
State of Nevada, Ryan White Part B Retention in Care Services, (hcrwbr26)	P-HRSA	7/27/2026	4/1/2026	3/31/2027	\$6,759.00	FY2026 renewal	0.90
State of Nevada, Ryan White Part B Eligibility (hcrwbe26)	P-HRSA	7/27/2026	4/1/2026	8/31/2026	\$15,979.00	FY2026 renewal	0.97

Contracts Awarded – July 2026							
KEY: P=Pass-through, F=Federal, S=State, O=Other							
Project Name	Grantor	Received	Start Date	End Date	Amount	Reason	FTE
State of Nevada, Division of Environmental Protection, Underground Storage Tanks, year 2 of 4 (ust_27)	O-ILA-P-EPA	7/1/2026	7/1/2026	6/30/2027	\$250,000.00	FY2026 renewal	1.88
Clark County, Ryan White HIV/AIDS Program Part A Jurisdictional Clinical Quality Management, Award #2 (rwa2qm26)	ILA	7/14/2026	7/10/2026	2/28/2027	\$35,000	Award #2	24.50

Human Resources (HR)

Employment/Recruitment:

- 0 New job title for June
- 797 active employees as of August 4, 2026
- 9 New Hire, including 0 rehires and 0 reinstatements
- 11 Terminations, including 2 retirements
- 7 Promotions, 5 Flex-reclasses
- 0 Transfers, 1 Lateral Transfer, 0 Reassignments
- 0 Demotions
- 41 Annual Increases
- 50 Interviews; 15 of the 50 interviewed were attended by recruiters
- 10 Offers extended (1 offer declined)
- 11 Recruitments posted
- Turn Over Rates
 - District Administration: 0.006%
 - Community Health: 0.000%
 - Disease Surveillance & Control: 1.860%
 - Environmental Health: 2.041%
 - Public Health & Preventive Care: 0.000%
 - FQHC: 2.791%

Temporary Employees

- 7 Temporary Staff

Employee/Labor Relations

- 3 Coaching and Counseling, 1 Verbal Warning, 0 Written Warning, 0 Suspensions, 1 Final Written Warnings, 0 Terminations, 3 Probationary Releases
- 10 Grievances
- 1 Arbitration
- 150 Hours of Labor Meetings (with Union)
- 150 hours investigatory meetings
- 8 Investigations
- 20 Complaints & Concerns
- 100 Hours ER/LR Meetings with managers or employees
- Number of EEOC/NERC and EMRB cases: 4

Training/Meetings Attended by Staff

- Monthly JLMC Meeting
- SEIU Meetings

Projects in Progress/Other Items

- New Leaders Orientation Guide
- Disciplinary Document – How-To Guide in NEOGOV
- Employee Relations/Labor Relations Standard of Procedures (SOP)
- Grievance Log and Official Complaints Report, Investigation Log for Leadership
- Supervisors, managers, and directors monthly check-up meetings

Interns

There were a total of 68 interns providing 1,106 applied public health practice hours in July 2026.

Interns and Clinical Rotations	July 2026	YTD
Total Number of Interns ¹	68	68
Internship Hours ²	1,106	1,106

¹Total number of students, residents, and fellows

² Approximate hours students, residents, and fellows worked in applied public health practice

Safety

To be included in next month's report

Training (In-Person and Online)

- New Hire Orientation:
 - 07/06/2026: 2 new hires
 - 07/20/2026: 7 new hires
- OVS:
 - 07/01/2026: ADM Division Debrief: 8 participants
- Micro-Learning:
 - 7/20/2026: Successful Interviewing: 8 participants
 - 7/21/2026: Successful Interviewing: 13 participants
 - 7/22/2026: Successful Interviewing: 4 participants
 - 7/23/2026: Successful Interviewing: 4 participants

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. Continued configuring and validating FHIR responses in collaboration with Skylight and eHealth Exchange to ensure accurate data exchange and interoperability for IZ Gateway and UMC.
3. Updated vaccine configuration in EpiTrax and continued coordination with Epi to prepare vaccines for linking to the appropriate conditions, enabling staff to retrieve immunization information from WebIZ directly within EpiTrax.
4. Prepared the Standard Operating Procedure (SOP) for the EpiTrax Vaccination Module.
5. Removed approved RSV and Influenza cases from EpiTrax's OOE New queue for ACDC case assignment.
6. Resolved an issue in the Facility module that prevented users from downloading attachments.
7. Completed the general school enteric outbreak form and went live.
8. Updated the Foodborne Illness Complaint Form to ensure the dropdown options in EpiTrax exactly match those in the online complaint form.
9. Implemented the CSTE syphilis form updates in production by adding the help text blocks to several form fields, removing the "CSF protein," "neither elevated," and "both tests elevated" options, and adding the "WBC not elevated" option to the congenital syphilis form.
10. EpiTrax User Requests:

EpiTrax Requests	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	June 2026	July 2026
EpiTrax Requests Completed	11	13	16	15	12	6	4	1	1	6
EpiTrax Requests Opened	53	55	57	53	48	49	49	51	50	48
EpiTrax New Requests	13	11	18	11	7	7	4	3	0	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 three new facilities for Electronic Case Reporting (eCR).
3. Implemented a catch-all mechanism to support processing for eight new low-volume eCR reporters.
4. Updated the XSLT lab section format for Cerner, Epic, and other laboratory systems used in eCR segment data extraction from Lab Name to Lab Name (Street, City, State) to distinguish individual locations within large laboratory organizations.
5. Coordinating with ACDC to provide QA and troubleshooting support for NSPHL C. auris/CRO reporting.
6. Ongoing coordination and reconciliation of Child Lead FirstMed Health and Wellness reporting and CPL patient address data.
7. Completed a review and remapping of HIV viral load threshold values for Quest laboratory results in EMSA to align with current reporting requirements.
8. ELRs and eCRs Volume:

ELRs	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	June 2026	July 2026
Total Received	122,462	118,343	135,111	132,370	131,135	128,645	121,645	139,688	124,164	133,612

Total Processed	122,260	117,087	135,038	152,490	127,198	127,322	134,784	123,641	139,387	139,387
Under Review	752	1,039	1,421	2,420	6,876	3,598	3,205	3,535	3,441	3,441
Event Updated	17,971	15,949	19,496	22,630	18,703	18,408	20,325	18,577	23,305	23,305
Event Created	8,441	7,206	8,516	9,472	10,536	11,040	10,601	9,212	8,302	8,302

eCRs	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	June 2026	July 2026
Total Received	99,140	49,580	52,372	49,968	47,280	53,828	195,745	98,732	76,415	87,961
Total Processed	165,472	100,899	49,846	45,993	44,829	58,061	122,234	172,869	79,450	68,171
Under Review	113,708	84,776	87,028	90,631	93,220	106,893	150,551	161,456	173,374	197,153
Event Updated	15,688	9,733	4,190	3,467	4,215	4,182	6,041	10,191	3,849	3,033
Event Created	1,601	784	599	428	484	541	1,297	2,097	674	676

C. Data Warehouse

- Continued monitoring and maintenance of the data warehouse.

D. Dashboard

- Continued development of the Wastewater Dashboard, completing the Overview and FAQ pages while updating wastewater concentration by facility and replicating the dashboard design for other diseases.
- Updated the eCW Finance Dashboard by adding a text slicer using CPT codes for improved filtering, standardizing date columns to the YYYY-MM-DD format, and correctly formatting currency columns.
- Adjusted the new PILLARS Power BI Dashboard to use the updated dataset and formatting.

E. Southern Nevada Public Health Laboratory (SNPHL)

- Go-live of United Health Services (UHS) orders/results interface with the Valley Health System Hospitals.
- Built new UHS providers for the new lab order/result interface.
- Re-design and re-configure TB QuantiFERON result report.
- Built Albumin/Creatinine ratio calculation algorithm.
- Built new reflexing rules for Comprehensive Metabolic Panel and Hepatic Function Panel.
- Built critical values/mechanisms for Protein and Glucose results.
- Built new monthly report for the Biofire panel tests.
- One hospital and one long term care center added for Outreach usage.
- SNPHL Requests:

SNPHL Requests	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	June 2026	July 2026
Requests Completed	50	56	58	47	65	66	15	59	59
Requests Opened	48	67	56	50	60	72	54	55	61

F. Electronic Health Record (EHR) System

- Submitted Healthy Start Data for Q2 2026.
- Submitted Healthy Start Demographics Data to UNLV.
- Automation for Combatting Antimicrobial Resistant Gonorrhea and Other STIs (CARGOS) went live.

4. Identified the root causes of SimonMed order failures and resolved the issues.
5. Built new prenatal rule for the Clinical Rule Engine (CRE).
6. Resolved issues with TB QuantiFERON results not posting into eCW.
7. Built 9 new reports for FQHC/PPC.
8. Resolved issues with eClinicalworks Business Optimizer (eBO) file delivery for Extract, Load, Transform (ETL) imports.
9. EHR Requests and Reports.

EHR Requests	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	June 2026	July 2026
Requests Completed	22	22	27	29	30	33	31	16	40	35
Requests Opened	25	23	20	26	30	22	32	24	23	33

eCW Reports	Oct 2025	Nov 2025	Dec 2025	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	June 2026	July 2026
FQHC	12	5	3	18	10	11	11	6	9	5
PPC	1	2	4	2	6	4	2	3	2	5

G. Clark County Coroner's Office (CCCO)

1. Electronic ordering system for SNPHL tests in place. Conducted training with Senior Forensics technicians and they are now training the other staff.
2. Implementation of unidentified case tracking (John Doe) facial sketches.
3. Create training guide for case management software for new hires - In progress.
4. Completed data requests:
 - a. Heat deaths from 2005-present of UCSD research team
 - b. Drug Enforcement Agency (DEA) substance reports.

H. Data Modernization Initiative (DMI)

1. Continued implementation of the Informatica Data Governance platform, working with Informatica technical support to configure application integration as a wrapper for CDGC authentication and communication with CDGC endpoints. Application integration is complete, and parameter configuration for bulk retrieval of technical assets is in progress.
2. Completed end-to-end testing from EMSA to EpiTrax to OpenEMPI, reviewed the on/off flag implementation in EMSA and EpiTrax, and have a code review pending before production release.
3. Added CPO screening, CPO clinical, and Melioidosis to the GenV2 MMG export.
4. Reported weekly HAI laboratory results, case reports, and case summaries to the state.
5. Updated Rabies logic to support NMI and State case count reporting.
6. Completed Psittacosis case review and removed cases that no longer met the case definition from CDC Message Validation, Processing, and Provisioning System (MVPS).

I. National Syndromic Surveillance Platform/Electronic Surveillance System for the Early Notification of Community-Based Epidemics (ESSENCE)

1. Working with St. Mary's Regional Medical Center and North Vista hospitals in transitioning their syndromic feeds to the new sftp server.

J. Other Projects

1. Maintain and enhance the iCircle web application, including user account support, site maintenance, data QA, and updates.

2. Supported NVCLPPP to generate provider reporting cards, data processing and quarterly reporting.
3. Determined and verified the forms submitted in iCircle by Lifecare Partners, performed QA, and investigated the issues they reported with the iCircle system.
4. Investigated issues with the eCW data export process, including the Patients, Lab Results, Treatments, and Encounters tables, to identify and resolve data extraction issues.
5. Exported ICAR data for ACDC in response to a data request.
6. Investigated and resolved an issue with the R TinyTeX package that was preventing the Epi team from using it.
7. Completed the Public Wastewater Submitter Reporting Workflow and submission mechanism design; working with IT to develop the landing page and submission portal and implementing relational database ingestion from the document database.
8. Completed and submitted the first draft of the A3 document for the Overdose Prevention Process Improvement (POPPI) project, completed interviews with OD2A staff to identify project needs and goals, and requested and gathered the data needed to establish measurable project goals.

K. National and State Meetings/Workshops

1. 2026 NACCHO PHI*con and 360 conference.
2. eHealth Exchange and SNHD Use cases with FHIR and IZ Gateway.
3. Statewide Syndromic Surveillance Workgroup.
4. Data Modernization Learning Community (DMLC) monthly call.
5. PHAST Consortium Technical, Weekly Collaboration and Learning, R Shiny, Merge Request, and Manager Meetings.
6. CSS | SNHD IC Weekly Sync.
7. PubHealthAI Collaborative Network.
8. Pediatric RSV- & COVID-19-associated death reporting.
9. eCR Data Quality Workgroup Meeting.
10. CSTE Electronic Laboratory and Disease Reporting Subcommittee Call.

Information Technology (IT)

Service Requests	July 2025	July 2026		YTD FY26	YTD FY27	
Service Requests Completed	941	1050	↑	941	1050	↑
Service Requests Opened	1051	1236	↑	1051	1236	↑

Information Services System Availability 24/7	July 2025	July 2026		YTD FY26	YTD FY27	
Total System	90.81	83.21	↓	90.81	83.21	↓

Total Monthly Work Orders by Department	July 2025	July 2026		YTD FY26	YTD FY27	
Administration	250	257	↑	250	257	↑
Community Health	95	55	↓	95	55	↓

Environmental Health	175	119	↓	175	119	↓
Primary & Preventive Care	205	95	↓	205	95	↓
Disease Surveillance & Control	132	119	↓	132	119	↓
FQHC	154	105	↓	154	105	↓
Other	15	53	↑	15	53	↑

	July 2025	July 2026		YTD FY26	YTD FY27	
First Call Resolution & Lock-Out Calls						
Total number of calls received	1051	1050	↓	1051	1050	↓

Workforce Team – Public Health Infrastructure Grant (PHIG)

PHIG Team

- Workforce engagements:
 - Monthly Position Review Committee cancelled for July 2026
 - Prepared the July 2026 Hiring Plan for submission to CDC
 - Met with new accountant of the PHIG A1 & current accountant for A2 strategies to review current budget for Year 4
 - Fiscal review of Credit Card usage by PHIG Team; Reconciled/approved purchases
 - Collected and Collated data for DHO review Re: the National PHIG Partners' PHIG VOICES kick-off webinar: VOICES is an acronym for Views, Outcomes, Impacts, Challenges, and Experiences Survey
 - Developed, submitted, and conducted ASTHO/SNHD Foundational Capabilities (Strategy A2/PHIG) Assessment Appointment Follow-up
 - Uploaded the organizational data for the National PHIG Partners' PHIG VOICES project
 - Participated in the Public Health Accreditation Board (PHAB) Refreshed Standards & Measures Informational Webinar
 - SNHD was selected by the Association of State and Territorial Health Officials to participate in ASTHO's Foundational Capabilities Assessment Program, late fall and early 2027 – Data Governance/Modernization
 - Submitted Technical Assistance (TA) request in PHIVE for process of assembling and implementing Standard Operating Procedures (SOPs) for the following areas in Facilities Administration:
 - Janitorial Services; cleaning standards, training materials, work area right-sizing
 - Security Operations; improving and consolidating our current post orders across several facilities
 - Maintenance; right sizing our maintenance staff resources, implementing an improved CMMS, and compliance with maintenance regulations (i.e. 2023 NFPA 70B Standard)
 - Warehouse Operations; inventory management system implementation and best practices

CDC Requirements

- Monthly meeting with the CDC Project Officer for Monthly was cancelled as CDC revamps the program of support
- Future requests for assistance must be submitted through the Public Health Infrastructure Virtual Engagement (PHIVE) platform

- Finalized, reviewed, and approved July monthly hiring plan for submission to the CDC
- Received, Reviewed, and Initiated budget preparation and performance narrative for the NCC submission in August 2026
- Submitted SNHD Success Story re: Congenital Syphilis Case Management Program and Extension for Community Healthcare Outcomes (ECHO) program
- Participated in the CDC Public Health Infrastructure Grant (PHIG) Non-compete Continuation (NCC) and Performance Measures webinar
- Developed the NCC Project Abstract, the Performance Narrative, and the budget for Year 5 of Strategy 2 (Foundational Capabilities) under the Public Health Infrastructure Grant
- Provided the NCC Narrative to the Grants Team for review and discussion – completed

Performance Management

- Project management of the Big Cities Health Coalition (BCHC) survey data: 9 Hours
- Incident Command Team training: 3 Hours
- Planning Gemba walk for HEC membership in September: 2 Hours
- Prepare & present at the monthly leadership meeting on New Training, QI Maturity Survey and PHAB status: 2.5 Hours

Quality Improvement

- Director meetings for QI training and launch in 3 divisions: 4 Hours
 - Administrative time: 2 Hours
- QI system for Joint Clinical Operations planning and facilitation: 5 Hours
- Facilitated EQ assessments for members of the Clinic Workflow Committee as team building foundation: 4 Hours
- Vetted and launched post survey for QI Maturity comparing to 2023 data: 9 Hours
 - Administrative time: 3 Hours
- Certification of 15 new Six Sigma Yellow Belts from an onsite course: 9 Hours
 - Driving awareness of identifying and removing waste in processes across SNHD

PHAB Reaccreditation

- Workforce Development Committee advisory: 2 Hours
- Coach contributors around changes required for version 2026 submitting in January 2027: 15 Hours
- Individual project work in Performance Management Domain for ver. 2026 upgrades: 11 Hours

PHIG

- Preparation of breakout session facilitation for PHIG Reg. 9 @ Anaheim: 2 hours
- Purchasing card travel purchasing, administration/reconciliation: Admin. time: 7 hours
- Budget and milestone management: 6 hours

Appendix A – Office of Communications

Media, Collateral and Community Outreach Services:

Media – Digital/Print Articles

Media - Broadcast stories

Collateral - Advertising/Marketing Products

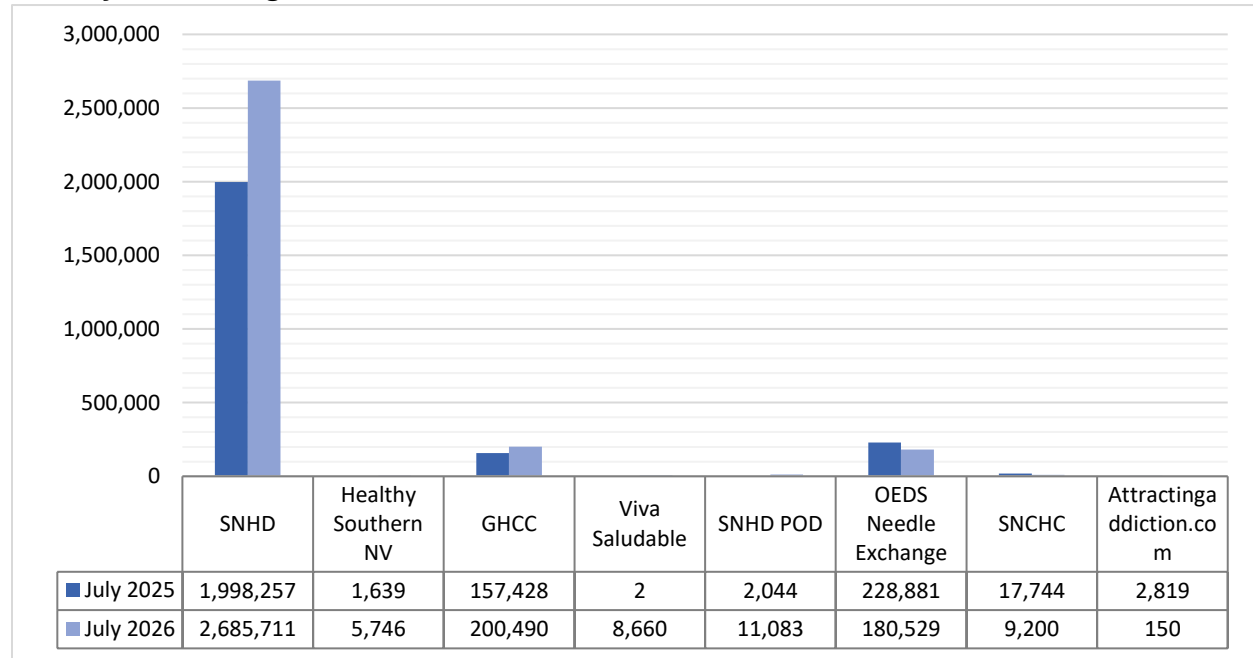
Community Outreach - Total Volunteers¹

Community Outreach - Volunteer Hours

July 2025	July 2026		YTD FY26	YTD FY27	
21	39	↑	21	39	↑
47	129	↑	47	129	↑
13	15	↑	13	15	↑
1	11	↑			
54	1,170	↑	54	1,170	↑

¹Total volunteer numbers fluctuate from month to month and are not cumulative.

Monthly Website Page Views:



Social Media Services		July 2025	July 2026		YTD FY26	YTD FY27
Facebook SNHD	Followers	13,639	14,618	↑	N/A	N/A
Facebook GHCC	Followers	6,104	6,095	↓	N/A	N/A
Facebook SHC	Followers	1,623	1,596	↓	N/A	N/A
Facebook Food Safety	Followers	179	174	↓	N/A	N/A
Instagram SNHD	Followers	5,385	6,104	↑	N/A	N/A
Instagram GetHealthyCC	Followers	312	445	↑	N/A	N/A
Instagram @Ez2stop	Followers	152	159	↑	N/A	N/A
X (Twitter) EZ2Stop	Followers	418	404	↓	N/A	N/A
X (Twitter) SNHDflu	Followers	1,746	1,717	↓	N/A	N/A
X (Twitter) Food Safety	Followers	100	100	=	N/A	N/A
X (Twitter) SNHDinfo	Followers	9,957	9,841	↓	N/A	N/A
X (Twitter) TuSNHD	Followers	339	332	↓	N/A	N/A
X (Twitter) SoNVTraumaSyst	Followers	120	119	↓	N/A	N/A
Threads SNHD	Followers	975	1,041	↑	N/A	N/A
TikTok @Ez2stop	Views	49	52	↑	N/A	N/A
TikTok SNHD	Views	251	1,022	↑	N/A	N/A

Note: Facebook, Instagram, Threads, Tiktok and X (Twitter) numbers are not cumulative.

Appendix B – Finance – Payroll Earnings Summary – June 20, 2026 to July 3, 2026

PAYROLL EARNINGS SUMMARY June 20, 2026 to July 03, 2026

	Pay Period	Calendar YTD	Fiscal YTD	Budget 2027	Actual to Budget	Incurred Pay Dates to Annual
PUBLIC HEALTH & PREVENTATIVE CARE	\$ 334,271.14	\$ 4,608,595.74	\$ 334,271.14	\$ 9,361,710.71	4%	
ENVIRONMENTAL HEALTH	\$ 659,966.84	\$ 9,434,596.29	\$ 664,315.63	\$ 17,445,202.98	4%	
COMMUNITY HEALTH	\$ 319,864.82	\$ 4,510,020.57	\$ 319,864.82	\$ 8,524,651.64	4%	
DISEASE SURVEILLANCE & CONTROL	\$ 344,055.38	\$ 4,837,831.56	\$ 376,974.29	\$ 9,705,921.95	4%	
FQHC	\$ 340,908.86	\$ 4,869,350.19	\$ 341,958.68	\$ 10,077,384.93	3%	
ADMINISTRATION W/O ICS-COVID	\$ 652,349.09	\$ 9,302,712.89	\$ 652,349.09	\$ 17,951,980.28	4%	
TOTAL	\$ 2,651,416.13	\$ 37,563,107.24	\$ 2,689,733.65	\$ 73,066,852.49	4%	4%

FTE 800

Regular Pay	\$ 2,133,718.63	\$ 30,040,127.28	\$ 2,140,307.92
Training	\$ 2,138.05	\$ 40,683.76	\$ 2,138.05
Final Payouts	\$ -	\$ 302,789.74	\$ 30,313.46
OT Pay	\$ 11,590.12	\$ 219,013.92	\$ 11,590.12
Leave Pay	\$ 466,117.71	\$ 5,989,832.21	\$ 467,345.44
Other Earnings	\$ 37,851.62	\$ 970,660.33	\$ 38,038.66

TOTAL \$ 2,651,416.13 \$ 37,563,107.24 \$ 2,689,733.65

BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT June 20, 2026 to July 03, 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>
Ubando, Marjorie		29.25	1546.44	Gaines, Kevin	15.00	451.28
Taitano, Kyomi		12.75	521.79	Duque, Armando	3.00	129.11
Thede, Stacy		10.00	350.50	Anguiano, Cristina	1.50	40.73
Arzate, Mario		3.00	102.36			
Urena, Maite		0.25	8.53			
Ines, Heinrich		0.50	17.06			
Murphy, Melissa		19.75	807.71			
Sanabria, Luis		4.00	135.92			
Nerveza, Avery John		3.00	97.08			
Sterling, Nathan		10.00	323.60			
Herrera Ortiz, Maria		7.75	292.82			
Macalintal, Jane		12.50	488.79			
De Lisle, Ricky		3.00	116.38			
Total Administration		115.75	4808.98		19.50	621.12

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	1.13	38.61
				Anguiano, Cristina	2.25	61.10
Total Community Health Services		0.00	0.00		3.38	99.71

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		-1.13	-78.91	Avalos, Mayra	1.13	55.24
Avalos, Mayra	FP_26 NO MILEA	1.13	78.91	Diaz, Michelle	0.38	11.72
Medina, Mirelly		0.25	11.56	Servando, Maria Cristina	0.38	21.11
Servando, Maria Cristina		-0.76	-61.83	Servando, Maria Cristina	0.38	21.11
Servando, Maria Cristina	FP_26 NO MILEA	0.76	61.83			
Basa, Doris		0.50	17.94			
Total FQHC-Community Health Clinic		0.75	29.50		2.27	109.18

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>
Enzenauer, Lizette		3.00	181.05			
Robles, Cynthia		1.50	83.06			
Total Public Health & Preventative Care		4.50	264.11		0.00	0.00

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>
Brounstein, Jodi		0.50	34.03	Cummins, Veronica	9.76	408.90
Hall, Nancy		10.00	757.50	Edmonds, Alexis	6.75	242.63
Daspit, Theresa		2.00	138.67	Wanene, Edna	1.50	49.97
Billings, Jacob		4.50	339.17	David, Anessa	1.13	34.85
Sheffer, Thanh		10.00	701.01	Williams, VeDarius	0.38	11.72
Piar, Diane		2.50	178.66			
Johnson, Rabea		3.50	231.99			
Ortiz-Rivera, Vanessa		1.50	107.19			
Hemberger, Adriana		2.00	102.70			
Wills, Jerry		3.00	179.19			
Valadez, Alexis		1.50	81.06			
Rakita, Daniel		4.00	221.48			
Diaz-Ontiveros, Luz		11.50	606.44			
McCann, Alexandra		2.25	118.65			
Jones, Mallory		11.75	619.63			
Brown, Tevin		3.50	184.57			
Craig, Jill		5.75	295.26			
Jufar, Lydia		0.25	12.84			
Ross, Alyssa		1.25	61.01			
Ahmed, Maryam		2.50	134.79			
Hall, Alyssa		0.25	12.20			
Dunne, Rebecca		2.00	97.61			
Figueroa, Natalya		5.50	261.73			
Herrera, Carlos		3.00	139.29			
Nwaonumah, Nosa		1.00	46.43			
Hernandez, Abel		9.50	463.16			
Flors, Ryan		0.50	23.22			
Total Environmental Health		105.50	6149.48		19.52	748.07

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>
Donnell, Jessica		5.00	338.05	Raman, Devin	11.63	584.38
				Raman, Devin	4.88	286.69
Total Disease Surveillance & Control		5.00	338.05		16.51	871.07
Combined Total		231.50	11590.12		61.18	2449.15

Appendix C – Finance – Payroll Earnings Summary – July 4, 2026 to July 17, 2026

PAYROLL EARNINGS SUMMARY July 04, 2026 to July 17, 2026

	Pay Period	Calendar YTD	Fiscal YTD	Budget 2027	Actual to Budget	Incurred Pay Dates to Annual
PUBLIC HEALTH & PREVENTATIVE CARE	\$ 345,490.20	\$ 4,954,957.35	\$ 680,632.75	\$ 9,361,710.71	7%	
ENVIRONMENTAL HEALTH	\$ 681,841.75	\$ 10,188,123.95	\$ 1,417,843.29	\$ 17,445,202.98	8%	
COMMUNITY HEALTH	\$ 365,329.86	\$ 4,875,793.91	\$ 685,638.16	\$ 8,524,651.64	8%	
DISEASE SURVEILLANCE & CONTROL	\$ 350,926.04	\$ 5,248,307.08	\$ 787,449.81	\$ 9,705,921.95	8%	
FQHC	\$ 357,061.63	\$ 5,229,301.12	\$ 701,909.61	\$ 10,077,384.93	7%	
ADMINISTRATION W/O ICS-COVID	\$ 635,796.07	\$ 9,939,988.79	\$ 1,289,624.99	\$ 17,951,980.28	7%	
TOTAL	\$ 2,736,445.55	\$ 40,436,472.20	\$ 5,563,098.61	\$ 73,066,852.49	8%	8%

FTE 799

Regular Pay	\$ 2,339,594.16	\$ 32,392,338.88	\$ 4,492,519.52
Training	\$ 2,467.00	\$ 43,150.76	\$ 4,605.05
Final Payouts	\$ -	\$ 423,367.80	\$ 150,891.52
OT Pay	\$ 20,600.14	\$ 239,614.06	\$ 32,190.26
Leave Pay	\$ 343,013.37	\$ 6,336,156.76	\$ 813,669.99
Other Earnings	\$ 30,770.88	\$ 1,001,843.94	\$ 69,222.27
TOTAL	\$ 2,736,445.55	\$ 40,436,472.20	\$ 5,563,098.61

BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT July 04, 2026 to July 17, 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>
Ubando, Marjorie		31.25	1730.35	Duque, Armando	9.75	419.60
Taitano, Kyomi		23.00	986.41	Gonzales, Fabiana	6.75	255.33
Tran, Amy		6.50	441.50			
Thede, Stacy		2.00	73.60			
Arzate, Mario		3.00	107.48			
Maldonado, Julie		7.00	439.91			
Ines, Heinrich		12.00	429.91			
Murphy, Melissa		6.00	257.32			
Sanabria, Luis		6.50	220.86			
Sterling, Nathan		4.00	135.92			
Herrera Ortiz, Maria		20.00	793.49			
Macalintal, Jane		19.50	794.30			
De Lisle, Ricky		0.75	30.55			
Arcuri, Steven		4.50	262.09			
Total Administration		146.00	6703.69		16.50	674.92

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>
Thomas, Pamela		7.50	394.50	Ahlo, Malcolm	39.00	2057.65
O'Toole, Denise		7.50	338.46	Alford, Camille	0.38	12.98
Martinez, Azalia		7.00	277.71	Anguiano, Cristina	3.00	81.47
Chaignan, Carlo		7.50	276.00			
Kendle, Taylor		7.50	276.00			
Total Community Health Services		37.00	1562.67		42.38	2152.10

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>
Medina, Mirelly		1.00	46.26	Diaz, Michelle	0.75	23.13
Baltazar, Josephine Grace		0.50	32.28	Valdes-Ayala, Beatriz	1.51	46.56
				Servando, Maria Cristina	1.89	105.00
Total FQHC-Community Health Clinic		1.50	78.54		4.15	174.69

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>
McTier, Chika		7.00	526.33	Arquette, Jocelyn	0.75	41.66
Villalobos, Yolanda		7.00	315.89	Caballero, Lorena	10.50	307.64
Ruiz-Flores, Erika		7.00	513.28			
Total Public Health & Preventative Care		21.00	1355.50		11.25	349.30

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	791.42	Martucci, Graciela	1.13	53.83
Sheffer, Thanh		25.50	1822.28	Johnson, Rabea	4.50	208.80
Piar, Diane		3.75	267.98	Hemberger, Adriana	7.88	283.25
Lett, Kendra		6.75	507.53	Thompson, William B	3.75	165.49
Ortiz-Rivera, Vanessa		17.00	1214.87	Southam, Jaclyn	1.13	45.00
Wills, Jerry		6.00	358.39	Constanza, Katherine	6.75	236.70
Blackard, Brittanie		5.00	298.66	Wanene, Edna	2.63	87.61
Rakita, Daniel		6.00	332.23	Erickson, Sarah	3.00	105.20
Michel, Guillermo		2.50	138.43	Stewart, Richard	11.25	356.16
Jones, Mallory		3.50	193.80			
Wells, Jordan		9.50	567.45			
Wade, Cynthia		5.75	310.02			
Ahmed, Maryam		9.75	525.69			
Edmonds, Alexis		6.25	336.99			
Dunne, Rebecca		4.75	243.42			
Figuerola, Natalya		0.25	12.49			
Concepcion, Derrell Glen		4.75	249.85			
Hernandez, Lilian		9.00	438.78			
Herrera, Carlos		9.25	450.97			
Roberts, Jamie		9.75	475.34			
Hernandez, Abel		22.25	1084.75			
Total Environmental Health		177.25	10621.34		42.02	1542.03

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>
Donnell, Jessica		4.00	278.40	Raman, Devin	1.51	79.67
Total Disease Surveillance & Control		4.00	278.40		1.51	79.67

Combined Total		386.75	20600.14		117.81	4972.71
-----------------------	--	---------------	-----------------	--	---------------	----------------

Appendix D – Finance – Payroll Earnings Summary – July 18, 2026 to July 31, 2026

PAYROLL EARNINGS SUMMARY July 18, 2026 to July 31, 2026

	Pay Period	Calendar YTD	Fiscal YTD	Budget 2027	Actual to Budget	Incurred Pay Dates to Annual
PUBLIC HEALTH & PREVENTATIVE CARE	\$ 358,658.37	\$ 5,313,615.72	\$ 1,039,291.12	\$ 9,361,710.71	11%	
ENVIRONMENTAL HEALTH	\$ 692,314.83	\$ 10,883,618.96	\$ 2,113,338.30	\$ 17,445,202.98	12%	
COMMUNITY HEALTH	\$ 369,009.52	\$ 5,244,803.43	\$ 1,054,647.68	\$ 8,524,651.64	12%	
DISEASE SURVEILLANCE & CONTROL	\$ 357,278.97	\$ 5,605,586.05	\$ 1,144,728.78	\$ 9,705,921.95	12%	
FQHC	\$ 375,422.75	\$ 5,604,723.87	\$ 1,077,332.36	\$ 10,077,384.93	11%	
ADMINISTRATION W/O ICS-COVID	\$ 642,520.72	\$ 10,585,235.12	\$ 1,934,871.32	\$ 17,951,980.28	11%	
TOTAL	\$ 2,795,205.16	\$ 43,237,583.15	\$ 8,364,209.56	\$ 73,066,852.49	11%	12%

FTE 798

Regular Pay	\$ 2,365,733.44	\$ 34,758,978.40	\$ 6,859,159.04
Training	\$ 557.07	\$ 45,681.43	\$ 7,135.72
Final Payouts	\$ -	\$ 425,458.95	\$ 152,982.67
OT Pay	\$ 38,256.01	\$ 277,870.07	\$ 70,446.27
Leave Pay	\$ 337,055.30	\$ 6,674,118.14	\$ 1,151,631.37
Other Earnings	\$ 53,603.34	\$ 1,055,476.16	\$ 122,854.49
TOTAL	\$ 2,795,205.16	\$ 43,237,583.15	\$ 8,364,209.56

BI-WEEKLY OT/CTE BY DIVISION/DEPARTMENT July 18, 2026 to July 31, 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>
Keegan, Dahlia		5.00	291.22	Duque, Armando	21.00 903.75
Ubando, Marjorie		36.75	2034.89	Ruelas-Villanueva, Francisco	1.50 51.25
Brown, Dominique		11.00	394.08		
Arzate, Mario		9.30	333.17		
Urena, Maite		13.50	483.64		
Maldonado, Julie		1.00	62.84		
Lopez, Cecilia		10.00	358.25		
Krueth, Maria		10.00	358.25		
Kuahiwinui-McGuire, Brandon		20.00	753.43		
Thompson, Christopher		9.75	340.46		
Nerveza, Avery John		2.00	67.96		
Arcuri, Steven		4.50	262.09		
Total Administration		132.80	5740.28		22.50 955.00

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>
Cardona, Anthony (Tony)		9.50	474.69	Huerta, Fatima	7.50 169.89
O'Toole, Denise		8.50	383.59	Anguiano, Cristina	1.50 40.73
Martinez, Azalia		8.50	337.22		
Sanchez Garcia, Julio	PHEPLB27	1.50	112.79		
Gomez, Karen		8.00	325.86		
Burghardt, Passhion		9.50	349.60		
Chaingan, Carlo		8.50	312.80		
Kiaha, Cassidy		11.00	394.08		
Terriquez, Elizabeth		8.50	296.81		
Martinez Blanca		9.50	428.71		
Total Community Health Services		83.00	3416.15		9.00 210.62

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>
Medina, Mirelly	FP_26 NO MILEA	0.50	23.13	Diaz, Michelle	1.50	46.26
Delarmente, Joannah		0.50	37.60	Valdes-Ayala, Beatriz	1.88	57.97
Ortega-Martinez, Leydi		0.50	18.84			
Total FQHC-Community Health Clinic		1.50	79.57		3.38	104.23

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>
Brantner, Lonita		12.75	637.08	Calderon, Aracely	14.25	613.26
Hamilton, Isabel		9.50	581.91	Arquette, Jocelyn	2.63	146.11
Maciel, Marisol		9.00	498.34	McTier, Chika	9.75	488.74
Enzenauer, Lizette		9.50	597.01	Caballero, Lorena	29.25	856.98
Chongtai, Loriza		9.75	812.46	Shin, Jennifer	12.00	633.12
Robles, Cynthia		39.00	2159.46	Delgado, Diana	13.76	725.98
Sprance-Grogan, Carolyn		9.50	581.91	Carcamo, Monica	14.25	474.69
Kuahiwinui McGuire, Becky		9.00	551.28			
Rossi Boudreaux-Thibodeaux, Lester		9.00	449.70			
Salomon, Vicki		9.50	474.69			
Arquette, Jocelyn		10.00	833.30			
Panganiban, Sheila		9.75	733.11			
Tharayani, Sibyl		0.25	19.79			
McTier, Chika		3.00	225.57			
Hodge, Victoria		10.50	610.06			
Villalobos, Yolanda		10.00	451.28			
Navarro, Maria		8.00	361.02			
Stockwell, Paul		9.00	406.15			
Carpenter, Leslie		9.50	714.31			
Grijalva, Breanna		9.50	439.44			
Nagai, Sage		10.50	789.50			
Wong, Michelle		0.25	18.33			
Young, Maita		7.50	563.93			
Zarret, Mariam		9.00	712.26			
Orozco, Carissa		9.50	714.31			
Aucalla, Gennesis		9.50	367.63			
Ruiz-Flores, Erika		17.00	1246.55			
Miranda, Consuelo		10.50	376.17			
Garcia, Ruby		10.50	386.40			
Espenilla, Marko Rugy		10.25	377.20			
Carbajal-Mazon, Wendy		20.00	716.51			
Fisher-Armstrong Gimmeko		10.50	498.62			
Corona Samantha		1.50	96.83			
Total Public Health & Preventative Care		332.50	19002.11		95.89	3938.88

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	791.42	Brounstein, Jodi	0.75	35.73
Daspit, Theresa		5.25	375.18	Johnson, Rabea	3.38	156.83
Piar, Diane		9.50	678.90	Charfauros, Adair	4.50	166.11
Ortiz-Rivera, Vanessa		13.00	929.01	Edmonds, Alexis	14.63	525.87
Wills, Jerry		5.00	298.66	Wanene, Edna	1.50	49.97
Rakita, Daniel		5.00	276.85	David, Anessa	3.76	119.04
Michel, Guillermo		3.50	193.80	Castro, Alexandra Mia	1.88	57.97
Jones, Mallory		16.50	913.62			
Thein, Kelsey	FDILL_25	1.00	55.37			
Wells, Jordan		11.50	686.91			
Brown, Tevin		3.75	207.64			
Riehle, Joshua		3.00	166.11			
Ahmed, Maryam		15.50	835.73			
Figueroa, Natalya		8.25	412.23			
Hernandez, Lilian		6.25	304.71			
Herrera, Carlos		10.00	526.00			
Roberts, Jamie		9.50	499.71			
Nwaonumah, Nosa		10.00	526.00			
Hernandez, Abel		4.50	219.39			
Gonzalez, Jorge		9.00	427.38			
Total Environmental Health		160.00	9324.62		30.40	1111.52

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>
McIntyre, Eric		2.00	135.84			
Eddleman, Tabby		1.25	82.75			
Polintan, Michael		9.50	474.69			
Total Disease Surveillance & Control		12.75	693.28		0.00	0.00
Combined Total		722.55	38256.01		161.17	6320.26



Memorandum

Date: August 27, 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 – July 2026

I. OFFICE OF CHRONIC DISEASE PREVENTION & HEALTH PROMOTION (OCDPHP)

A. Chronic Disease Prevention Program (CDPP)

Hosted the annual **Shop Talk** event at Art of Barbers School in June to commemorate Men's Health Month. Shop Talk is a component of the Barber Shop Health Outreach Program (BSHOP) and provide a safe space for Black men to discuss cardiovascular-related health issues and connect with providers and other community resources. Five (5) expert panelists spoke on topics including healthy aging, stress management, health equity in clinical settings and their relation to cardiovascular disease. Blood pressure screenings and referrals were provided. A post-event survey found that 85% of attendees reported an increase in cardiovascular knowledge and 100% reported an intention to monitor their blood pressure regularly. Thirty people attended this event.

Our CDPP completed the **Pressure Point Challenge**, an initiative to increase engagement in shops participating in the BSHOP and Beauty Shop Health Outreach Program (BeSHOP) programs. A total of ten (10) barbershops and three (3) beauty shops participated in the challenge. Over 349 blood pressure screenings were provided at these locations during the challenge representing an increase of 15% for BSHOPs and 58% for BeSHOP locations compared to 3rd quarter screening outcomes.

We continued the **Move Your Way (MYW)** initiative to increase physical activity over the summer by providing free access to local pools and water sport opportunities. In June, staff participated in four (4) events reaching over 800 families with physical activity opportunities, education, and connection to available resources. Additionally, because of our efforts, two (2) local pools have

made systems or policy changes by providing free admission and/or extending pool hours to increase opportunities for physical activity.

The CDPP Expanded the **Double Up Food Bucks (DUFB) nutrition incentive program** to a new location at Mariana's Market at Jones and the I-11 freeway. We worked with Epidemiology to identify zip codes with the highest risk for food insecurity and the highest number of SNAP recipients, and the new store is in an excellent location to serve those at greatest risk for food insecurity and with lower access to fresh produce. We also worked with Mario's Westside Market to enhance their Point-of-Sale system to automatically print DUFB coupons on the back of the register receipt for eligible customers. This is an evidence-based strategy to enhance utilization and uptake of nutrition incentive programs. There are now seven (7) grocery stores or farmers markets offering the DUFB program with a new location in Mesquite scheduled to begin offering the program in the fall.

CDPP provided **two (2) Virtual Diabetes Self-Management Education, & Support (DSMES) classes** reaching 18 people. One class was offered in English, and the other class was offered in Spanish. This is the first time we have offered a virtual DSMES class in Spanish.

This team partnered with the YMCA to offer **two (2) new Diabetes Prevention Program (DPP) classes** that began in June. The DPP program is year-long program with intense classwork for the first six (6) months before switching to a maintenance schedule for the following six (6) months. There are currently 24 people enrolled in the classes. Participants who successfully complete DPP classes can lower their risk for developing type 2 diabetes by almost 60%.

B. **Tobacco Control Program (TCP) Update**

Team TCP created a campaign called **Home Smoke-Free Home** to increase awareness of the benefits of smoke-free living and connect people with our **Smoke-Free Housing Directory**. The Smoke-Free Housing Directory now has over 68,400 units that have voluntarily adopted smoke-free policies that prohibit the use of cannabis, cigarettes, and vape products. The directory can be searched by location, price, and housing type and is available in English and Spanish on our websites. The campaign generated substantial community engagement and website traffic over the campaign including 68,496 visits to the Smoke-Free Housing Directory.

We launched the **"My Why" social media campaign**. Brand Ambassadors from BreakDown, our teen youth vaping prevention program, created and shared authentic social media video testimonials explaining their personal reasons for choosing to remain vape-free. BreakDown is designed to empower young people to become positive influencers in the fight against youth vaping. To date the "My Why" campaign was viewed over 16,152 times on Instagram.

Our team created a **tobacco cessation toolkit for behavioral health providers** with practical, evidence-based resources to effectively address commercial tobacco use among individuals receiving mental health and substance use treatment services. The toolkit was designed to help

providers integrate tobacco cessation into routine clinical care and reduce health disparities experienced by individuals living with behavioral health conditions.

TCP launched a **tobacco prevention and cessation campaign during Pride Month** to raise awareness about the health risks associated with tobacco use and connect the LGBTQ+ community to available cessation resources. The campaign used inclusive messaging and imagery to encourage tobacco users to quit using evidence-based cessation resources. This campaign had a reach of 392,092 impressions on social media.

Our Because We Matter LV initiative created a **visual display called "208 Lives Lost"** to highlight the impact of tobacco use on the Black community. The display strung 208 black balloons together with signage indicating that each ballon represented a life lost each year from tobacco related disease in Clark County. The 208 Lives Lost was on display at Jazz in the Park Festival, the Juneteenth Festival and featured on Las Vegas Black Image Magazine's Facebook page in June.

II. OFFICE OF EMERGENCY MEDICAL SERVICES & TRAUMA SYSTEM (OEMSTS)

A. Regional Trauma Advisory Board (MAB)

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 on the system from initial patient access to definitive patient care.

The RTAB viewed and discussed a presentation on e-scooters and e-bikes and discussed the option of an internal versus external system-wide trauma needs assessment.

B. OEMSTS – July 2025 / 2026 Data

July EMS Statistics	July 2025	July 2026		Mo. Fiscal Average 2025-2026
Total certificates issued	131	73	↓	199
New licenses issued	125	71	↓	68
Renewal licenses issued (recert only)	0	2	↑	108
Driver Only	60	48	↓	58
Active Certifications: EMT	1,000	1,089	↑	1,112
Active Certifications: Advanced EMT	1,938	1,898	↓	1,888
Active Certifications: Paramedic	2,220	2,371	↑	2,320
Active Certifications: RN	89	89	=	88

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) SNHD Continuity of Operations Plan – Essential Records/Resources
 - e) Threat Response Guide for Plague, Anthrax, Tularemia, and Ebola
2. Completion & Approved Plans
 - a) SNHD Continuity of Operations Plan
 - b) Emergency Operations Plan (EOP)
 - c) Medical Countermeasures Annex
 - d) Ebola Response Annex
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
 - iii. Planner attended Heat Working Group Activation meeting
 - iv. Planners and Trainers attended NDBPH POETE Quarterly Meeting
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
 - f) Impacted Persons Database Healthcare Training, Exercise, Development Working Group
 - g) Resiliency Coalition Working Group

B. Training, Exercises, and Public Health Workforce Development

Attended Trainings and Events Activities

1. OPHP planner participated in school EOP reviews for Academica's schools, Leadership Academy of Nevada, Discovery Preparatory Academy, and the Academy of Math and Science Nellis campus.
2. Supervisor, Senior Planner, and Clinical Advisor participated in the Urban Area Threat and Hazard Identification and Risk Assessment/Stakeholder Preparedness Review on July 27th and 28th at Clark County Fire Administration.

Ongoing/Continuing Activities

1. OPHP continues to support the City of Las Vegas with the provision of ICS 300/400/G191 training schedule. ICS 300 was provided to 24 students on July 14th – 16th at Las Vegas Metropolitan Policy Dept. ICS 400 was provided to eleven (11) students at City of Henderson on July 1st - 2nd.
2. New Hire Orientation was provided to six (6) new employees on July 15th at the SNHD Decatur location.
3. Incident Command System Team Meeting was conducted for 37 SNHD staff on July 20th at SNHD Decatur.
4. Planners meeting with ProCare Hospice to discuss In-Patient Unit exercise.

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, ALERRT Civilian Response to Active Assailant, Response to Bombing Incidents (RBI), and ICS Team Training.
2. Extended Downtime Healthcare exercise scheduled for August 6th.
3. Planning efforts for the 2027 Biological Functional Exercise continue with the midterm planning meeting scheduled for September 16th.

C. Southern Nevada Healthcare Preparedness Coalition (SNHPC)

Ongoing/Continuing Activities

1. SNHPC held its monthly meeting. Supervisor, Senior Planners, Planners, and Trainer attended. Part two (2) of the HVAC outage mini exercise was conducted.
2. OPHP Planners attended the Emergency Management Committee meetings for UMC and Dignity Health.
3. The Senior Planner, Planner, and Clinical Advisor continued planning for the SNHPC August retreat – Extended Downtime Health Care Delivery Impact.
4. Planner, Senior Planner, and Clinical Advisor attended the initial planning meeting with ProCare Hospice to begin planning for an active assailant full scale exercise.
5. SNHD Office of Communications presented Public Information and Crisis Emergency Risk Communications at SNHPC meeting on July 2nd at NLV Office of Emergency Management.
6. Trainer attended UAS/cUAS Working Group meeting on July 21st via Teams.

New/Upcoming Activities

1. Ongoing coordination for the 2026 TEEX trainings:
 - a) Medical Management of Chemical I, 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. Cybersecurity healthcare presentation by CISA representative has been rescheduled for October 1st SNHPC meeting.

3. Extended Downtime Healthcare exercise scheduled for August 6th.

D. PHP Technician and N-95 Fit Testing

1. Thirty-three SNHD Employees were FIT tested for personal protective equipment during July.

E. Fusion Center Public Health Analyst

Ongoing/Continuing Activities

1. Disseminated public health Information between SNHD and the Southern Nevada Counter Terrorism Center (SNCTC).
2. SNHD Analyst provided public health input for threat assessments on special events of local significance, including Fourth of July celebrations.
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. Our analyst continues to develop appropriate connections to increase communication between SNHD, SNCTC, and its partner organizations.
6. Collaborating with five (5) surrounding fusion centers on areas of public health concern to produce monthly joint public health bulletins.

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 continues to reduce the physical inventory of miscellaneous stockpiled preparedness resources and transfer of excess grant-purchased surplus property to community partners for use. Fifteen (15) empty Point of Dispensing cage surplus properties were transferred to hospitals and governmental organizations for continued use.
4. FY2027 scopes of work were completed and submitted to DPBH.
5. The manager attended a walk-through tour of Harry Reid Airport with SNHD Rapid Response Team members and the airport Emergency Manager.
6. The manager continues to prepare grant applications for the Department of Homeland Security's competitive notice of funding opportunities.
7. The manager continues to participate in Extreme Heat Working Group Meetings with community response partners.

G. Medical Reserve Corps (MRC) of Southern Nevada

1. MRC Volunteers assisted at the Decatur, Fremont, and Henderson immunization clinics for the back-to-school (BTS) rush. Three volunteers attended training for BTS.
2. MRC Volunteers staffed tables at the Nevada Academy of Family Physicians summer conference and the City of Las Vegas Health & Wellness Expo at Lorenzi Park.
3. MRC Coordinator attended SNHPC meeting, planned training and activities for upcoming months, sent out newsletters, and continued to recruit and deactivate volunteers.

MRC Volunteer Hours FY2026 Q2

Activity	July	Aug	Sep
Training	3		
Community Event	9.5		
SNHD Clinic	66.75		
Emergency Deployment			
FY2026 Total Hours	79.75		
FY2026 Economic Impact	\$2,864.10		
FY2025 Total Hours	72.75		
FY2025 Economic Impact	\$2,952.92		

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. The current amount is \$34.79. <https://independentsector.org/research/value-of-volunteer-time/> (Economic impact rates updated April 2025)

VITAL RECORDS

- A. July is currently showing a **9% decrease in birth certificate** sales in comparison to July 2025. **Death certificate** sales are currently showing a **3.3% increase** in comparison to July 2025. SNHD received revenues of \$36,881 for birth registrations, \$23,907 for death registrations, and an additional \$8,582 in miscellaneous fees.

COMMUNITY HEALTH Vital Statistics Program – Fiscal Year Data

	July 2025	July 2026		Yr Average 07/2025- 07/2026
Vital Statistics Services				
Births Registered	2,086	2,522	↑	1,977
Deaths Registered	1,807	1,908	↑	1,769
Fetal Deaths Registered	14	18	↑	194

Vital Statistics Services	July 2025	July 2026		Yr Average 07/2025 - 07/2026
Birth Certificates Mail	148	130	↓	106
Birth Certificates Online Orders	4,650	4,260	↓	3,525
Birth Certificates Billed	160	92	↓	122
Birth Certificates Number of Total Sales	4,958	4,482	↓	3,754
Death Certificates Mail	163	115	↓	141
Death Certificates Online Orders	8,119	8,482	↑	7,867
Death Certificates Billed	68	34	↓	47
Death Certificates Number of Total Sales	8,350	8,631	↑	8,056

Revenue	July 2025	July 2026		Yr Average 07/2025 - 07/2026
Birth Certificates (\$25)	\$123,950	\$112,050	↓	\$93,838
Death Certificates (\$25)	\$208,750	\$215,775	↑	\$201,392
Birth Registrations (\$13)	\$41,756	\$36,881	↓	\$31,549
Death Registrations (\$13)	\$24,284	\$23,907	↓	\$22,552
Convenience Fee (\$2)	\$9,426	\$8,092	↓	\$7,141
Miscellaneous Admin	\$672	\$490	↓	\$596
Total Vital Records Revenue	\$408,838	\$397,195	↓	\$357,068

COMMUNITY HEALTH Passport Program – Fiscal Year Data

B. PASSPORT SERVICES – Passport Services is appointment-only.

Applications	July 2025	July 2026		Yr Average 07/2025 - 07/2026
Passport Applications	922	600	↓	694
Revenue	July 2025	July 2026		Yr Average 07/2025 - 07/2026
Passport Execution/Acceptance fee (\$35)	\$32,270	\$21,000	↓	\$24,300

IV. HEALTH EQUITY

Health Equity Program – July 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 July:

A. Youth Advisory Council (YAC - SPARK)

1. On July 7th and July 21st, the Health Equity program implemented sessions on Brain Health for the summer reading campaign at the West Las Vegas Library.
2. On July 13th, 14th, 16th, 21st, 22nd and 23rd, the Health Equity program participated in the NV HANDS Back to School Wellness outreach events at six (6) of the organization's residential properties throughout Las Vegas. 480 residents received education on brain health, the ten (10) healthy brain habits and other additional resource materials.
3. On July 21st, the Health Equity program implemented the Principles of Health Equity with 350 Acelero staff members.
4. July 29th, the Health Equity program attended the Healthy Start Consortium Quarterly meeting and presented on how to integrate Brain Health and Dementia Risk Reduction in Mother and Child Health programs following the life course approach under the Brain Health Initiative Road Map framework.

V. HEALTH CARDS

A. Locations

1. Advance appointments for our Decatur, Fremont, and Henderson offices open each weekday morning at 6 a.m. for that day in the following week.
2. Additional same-day appointments at our Decatur and Fremont offices open for booking each working day around 7:30 a.m. as staffing allows.
3. Same day appointments for our Laughlin and Mesquite offices are open each working day at 5 a.m.

B. Public Service

FOOD HANDLER CARDS	Feb 2026	Mar 2026	Apr 2026	May 2026	June 2026	July 2026
New Cards	4,145	4,699	4,844	4,505	5,493	4,902
Renewal Cards (In-person and Online)	5,579	5,340	4,422	3,680	3,717	3,726
Duplicates	509	579	582	515	479	462
CFSM (Manager) Cards	260	279	244	176	176	165
Re-Tests	1,199	1,282	1,245	954	1,033	1,023

	Feb 2026	Mar 2026	Apr 2026	May 2026	June 2026	July 2026
BODY ART CARDS						
Body Art Cards	111	137	102	110	84	116
Body Art Mentor Cards	16	5	7	13	14	9
Duplicates	2	2	0	3	2	3
Re-Test	4	6	5	4	6	5

	Feb 2026	Mar 2026	Apr 2026	May 2026	June 2026	July 2026
TOTAL CLIENTS SERVED						
	11,825	12,329	11,451	9,960	11,004	10,411

C. Passing and Paying

For the month of July, Health Cards averaged 69 “passing and paying” online renewal clients per day, with a total of 2,154 clients renewing online.

VI. SOUTHERN NEVADA PUBLIC HEALTH LABORATORY (SNPHL)

A. Clinical Testing: Key Updates

1. SNHD Public Health and Preventive Care 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. SNHD FQHC Division Support

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 Gonococcal Isolate Surveillance Project (eGISP).
- b) Performing NAAT (Nucleic Acid Amplification Test) and culture testing for *Neisseria gonorrhoeae* isolates, which are submitted to reference laboratories for antimicrobial susceptibility patterns.
- 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	31	26
NAAT NG/CT	1649	1608
Syphilis	782	735
RPR/RPR Titers*	15/37	118/40
Hepatitis Total	2612	2487
HIV/differentiated	683/10	651/15
HIV RNA	126	128

*= RPR / RPR Titers refer to tests used to screen for and monitor syphilis; RPR = Rapid Plasma Reagin

3. COVID-19 Testing Operations

- SARS-CoV-2 PCR testing is performed exclusively on the KingFisher Flex platform.
- SNPHL maintains a testing capacity of 2,000 tests per day, with a turnaround time (TAT) of less than 48 hours.
- In July, the average daily testing volume was four (4) samples, with an average TAT of 48 hours from collection to report release.
- IT enhancements include streamlined patient accession and direct report verification from SNPHL's Laboratory Information Management System (LIMS) into the SNHD patient portal.
- 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 is provided in the accompanying table:

Month	# PCR & NAAT/#POS	Month	# PCR & NAAT/#POS
January	359/13	July	81/8
February	298/11	August	
March	173/5	September	
April	128/7	October	
May	128/3	November	
June	68/9	December	

4. Reportable Disease Testing

- a) SNPHL continues routine testing of reportable disease specimens submitted by community stakeholders. Isolates tested are reported to OEDS on a weekly basis to aid in disease investigation, and SNPHL and OEDS coordinate with CDC PulseNet if required.

- b) A monthly summary of reportable disease testing provided on the accompanying table:

		Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Total
Campylobacter	Campy ID	3	2	9	6	7	9	4						40
	Campy Screen	3	5	12	13	17	12	13						75
Neisseria species	Gonorrhoeae Culture	24	22	25	28	14	40	31						184
	Gram Stain/WBC	0	5	0	0	0	5	0						10
	Neisseria ID	0	0	0	0	0	0	0						0
	Haemophilus ID	0	0	0	0	1	0	0						1
Unknown ID	Bacterial ID	0	0	0	0	0	0	2						2
	WGS (PulseNet)	14	19	17	19	32	45	57						203
Salmonella	Salmonella Screen	6	12	6	10	12	30	34						110
	Salmonella Serotype	5	12	6	7	11	29	33						103
Shigella	Shigella Screen	2	3	5	2	6	6	9						33
	Shigella Serotype	1	2	3	0	5	3	6						20
STEC	STEC Screen	5	1	2	7	3	5	8						31
	STEC Serotype	3	2	2	3	0	1	4						15
Unknown	Stool Culture	1	5	0	2	2	5	4						19

Vibrio	Vibrio ID	2	0	0	4	0	0	2						8
	Vibrio Screen	3	0	1	4	0	0	5						13
Yersinia	Yersinia Culture/ID	0	1	1	0	2	1	1						6

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 were no gastrointestinal (GI) outbreak samples received for investigation in July.

2. Influenza Surveillance Reporting

SNPHL continues to report influenza testing results to the CDC's National Respiratory and Enteric Virus Surveillance System (NREVSS). In July, SNPHL performed nineteen (19) 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), 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, STEC (Shiga toxin-producing *E. coli*) serotypes, and Shiga toxin genes.

3. PulseNet Surveillance

In July 2026, SNPHL performed 57 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 of 368 bacterial organisms were identified in July.

5. SARS-CoV-2 Sequencing

SNPHL is validated for the sequencing of SARS-CoV-2 and variants of concern through the identification of lineages and clades. SNPHL is sequencing 96 SARS-CoV-2-positive RNA extracts per week with expectations of increasing this capacity with appropriate staffing, instrumentation, and method development. As of July 2026, SNPHL has sequenced nine (9) SARS-CoV-2-positive RNA extracts.

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	43	22	79					

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 **1838 mosquito pool samples were tested** in July.
- b) In July, there were (33) WNV-positive mosquito pool samples were identified.
- c) Results are communicated to Environmental Health and subsequently released to the public.

8. **Gonococcal Isolation Surveillance Program (GISP/eGISP)**

In July, SNPHL collected 44 clinical isolates:

- a) *Neisseria gonorrhoeae*: ten (10) isolates
 - b) *Neisseria meningitidis*: one (1) 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 2,036 Real-Time PCR screenings for *Candida auris* in July 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. **Ebola/High-Risk Pathogen Preparedness**

Ebola / High-Risk Pathogen Preparedness: Reviewed SNHD Ebola Virus Disease (EVD) plan, State Concept of Operations, and hospital/EMS Ebola protocols to support ongoing preparedness planning; materials are being used as a baseline for future response planning discussions.

E. **July 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 resolve the IP address and test the integrated system adjustment for the installation of the on-site 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; no additional updates were reported this month.

3) **Genomic Surveillance – SARS-CoV-2**

WGS and genomic data analysis indicate that the Omicron variant XFG lineages were domain lineages in July 2026, from the samples received in the laboratory. Our laboratory will keep sequencing the close 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) **Ebola Testing**

SNPHL performs the Ebola testing by using BioFire Warrior panel which can detect Bacillus anthracis, Yersinia pestis, Francisella tularensis, Coxiella burnetii, Ebola virus, and Marburg virus. Current maximum capacity is 20 samples per day and turn-around time is 4-6 hours. No suspect Ebola samples were tested in July.

6) **Additional Testing**

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.

7) **Laboratory Collaboration with Facilities**

SNPHL commenced collaboration with the facility team to acquire laboratory equipment and IT accessories for the new laboratory building, 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.

8) **Microbiology Laboratory Collaboration**

Valley HS Core Microbiology Laboratory is the primary contributor to AFST, submitting an average of 46 samples per month, followed by Sunrise Hospital with approximately 34 samples per month. Additional smaller volumes are received from LabCorp, Quest Diagnostics Microbiology Department, and Horizon Specialty Hospital of Henderson.

9) **Expansion Planning: BSL-3 Equipment**

SNPHL is using the GeneXpert instrument to ID Carbapenemase genes from rectal swab samples. This project may be implemented after the state CLIA inspection.

10) **Chiller Resolution**

The laboratory experienced extremely high temperatures in early July due to a chiller malfunction. The Facilities team installed a rental chiller on Wednesday, July 22nd, to correct the issue.

11) **CLIA Inspection**

The SNPHL will undergo its CLIA inspection from Monday, August 24th – 25th, to renew its certification and add new testing capabilities for CRO, measles, and clinical chemistry.

F. **COMMUNITY HEALTH – SNPHL – Calendar Year Data**

July SNPHL Services	2025	2026	
Clinical Testing Services ¹	6,832	6,954	↑
Epidemiology Services ²	300	579	↑
State Branch Public Health Laboratory Services ³	0	0	=
All-Hazards Preparedness Services ⁴	5	5	=
Environmental Health Services ⁵	354	451	↓

¹ Includes N. Gonorrhoeae culture, GISP isolates, Syphilis, HIV, CT/GC molecular, Gram stain testing, and COVD Ab immunologic tests.

² Includes Stool culture, EIA, Norovirus PCR, Respiratory Pathogen PCR, Epidemiological investigations, or consultations.

³ Includes COVD 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: August 18, 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 – July 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.

July Highlights - Administrative

- HRSA New Access Point Grant awarded to SNHD in the amount of \$650K to open a new health center site in the 89103 zip code.
- 2026 National Health Center Week activities themed around, "Building Innovative Care Where it Matters Most", concluded on August 6th with a high successfully employee celebration and retreat.
- 2025 HRSA UDS information released showing an overall 17% year-over-year increase in the number of unique patients served.
 - Unique patients served in Behavioral Health increased 52% year-over-year.
- Two HRSA Community Health Quality Recognition (CHQR) awards were received for 2026.

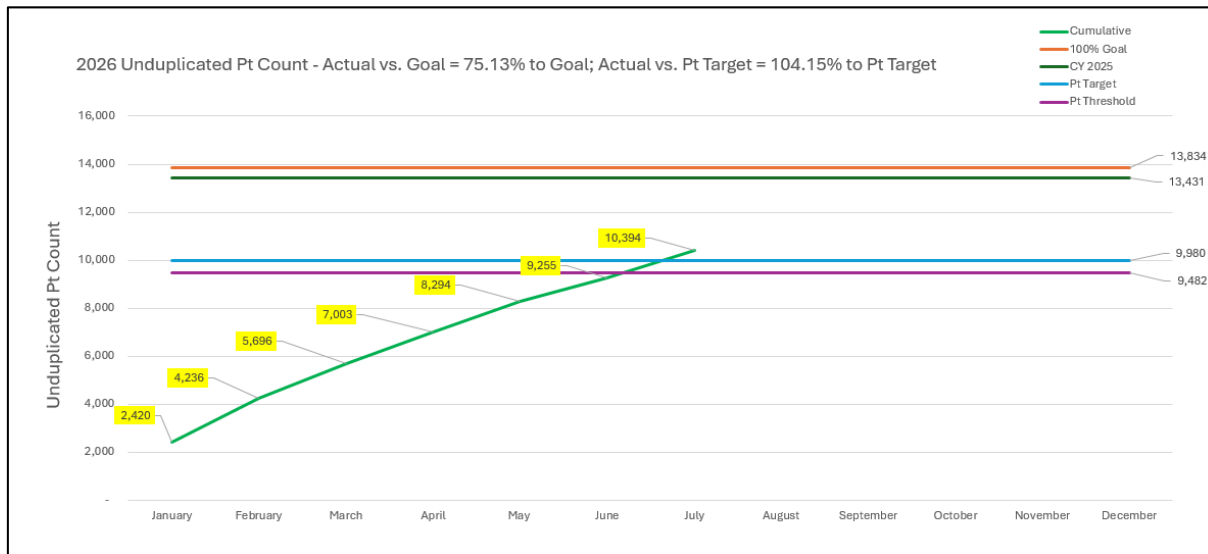


- Improving Health Care Access:
 - Improved by at least 15% in one or more CQMs in back-to-back UDS reporting years (Tobacco Screening & Cessation, IVD Use of Aspirin/Another Antiplatelet)
 - Increase total patients and a specific service category by at least 5% in back-to-back UDS reporting year (Total patients, SUD patient services)
- Advancing HIT For Quality:
 - Offer telehealth services
 - Exchange clinical information online with key providers in health care settings (HIE)
 - Engage patients through HIT (patient portal, kiosk, secure messaging via web encounters, online/virtual scheduling)

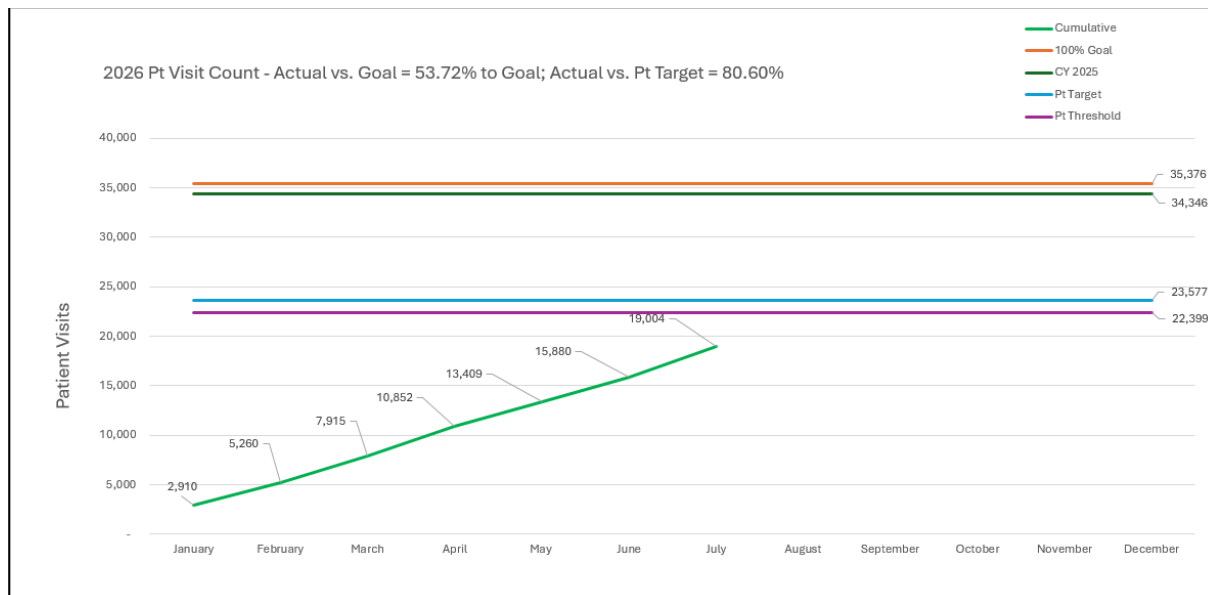
- Collect data on patient health-related needs (PRAPARE Screenings)
- The first Patient Centered Medical Home (PCMH) review successfully passed 29/39 Core Criteria and 26 Elective Criteria. The second review will occur in November.
- A new Clinical Staff Physician started on August 20th. This clinician will provide comprehensive Primary Care and Ryan White services and will work at both the Decatur and Fremont health centers once fully onboarded.
- The health center received an overall Net Promoter patient satisfaction score of 85% in July.

Access

Unduplicated Patients – July 2026



Patient Visits Count – July 2026



Provider Visits by Program and Site – July 2026

Facility	Program	JULY '26	JULY '25	JULY YoY %	FY27 YTD	FY26 YTD	FY YTD YoY%
Decatur	Family Health	593	935	-58%	593	935	-58%
Fremont	Family Health	541	415	23%	541	415	23%
Total	Family Health	1,134	1,350	-19%	1,134	1,350	-19%
Decatur	Family Planning	222	64	71%	222	64	71%
Fremont	Family Planning	173	197	-14%	173	197	-14%
Total	Family Planning	395	261	34%	395	261	34%
Decatur	Sexual Health	483	637	-32%	483	637	-32%
Fremont	Sexual Health	140	133	5%	140	133	5%
Total	Sexual Health	623	770	-24%	623	770	-24%
Decatur	Behavioral Health	220	213	3%	220	213	3%
Fremont	Behavioral Health	174	144	17%	174	144	17%
Total	Behavioral Health	394	357	9%	394	357	9%
Decatur	Ryan White	204	299	-47%	204	299	-47%
Fremont	Ryan White	32	14	56%	32	14	56%
Total	Ryan White	236	313	-33%	236	313	-33%
FQHC Total		2,782	3,051	-10%	2,782	3,051	-10%

Pharmacy Services

	26-Jul	25-Jul		FY27 YTD	FY26 YTD		% Change YoY
Patient Encounters (Pharmacy)	1,767	1,760	↑	1,767	1,760	↑	0.4%
Prescriptions Filled	3,421	3,208	↑	3,421	3,208	↑	6.6%
Patient Clinic Encounters (Pharmacist)	80	61	↑	80	61	↑	31.1%
Financial Assistance Provided	13	14	↓	13	14	↓	-7.1%
Insurance Assistance Provided	14	16	↓	14	16	↓	-12.5%

- A. 3,421 prescriptions dispensed to 1,767 patients.
- B. 80 patient clinic encounters completed by a pharmacist.
- C. 13 patients assisted with obtaining medication financial assistance.
- D. 14 patients assisted with insurance approvals.

Behavioral Health Services

- A. Behavioral Health access increased by 24% year over year, demonstrating continued growth in service utilization and improved access to care.
- B. Norma Ramirez-Rodriguez, Licensed Mental Health Therapist, celebrated five years of dedicated service with the Southern Nevada Health District.
- C. The Behavioral Health and Clinical Leadership teams successfully completed their first Patient-Centered Medical Home (PCMH) virtual review, with valuable support and coordination provided by Felicia Sgovio, Quality Management Coordinator.

Family Planning Services

- A. Family Planning program access was 34% in July and is up 34% year-over-year. Program team administrators and clinical staff continue to work with SNHD's Quality Improvement and Accreditation Program Manager on quality improvement projects designed to increase access to care. Same day walk-ins have identified as a viable strategy to overcome high no-show rates amongst patients with scheduled appointments. Walk-in services are available at Decatur Monday through Thursday. This project is ongoing.
- B. Data improvement projects are underway and are being monitored monthly to enhance data quality, integrity, documentation practices, EHR mapping, and results for the annual FPAR 2.0 report.
- C. 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 July 1st and July 31st. There were two (2) pediatric clients referred to the Medical Case Management in July, and the program received two (2) referrals for pregnant women living with HIV during this time.
- B. There were 776 service encounters provided by the Ryan White Linkage Coordinator, Eligibility Worker, Care Coordinators, Nurse Case Managers, Community Health Workers, and Health Educator. There were 399 unique clients served under these programs in July.
- C. The Ryan White ambulatory clinic provided a total of 446 visits in the month of July, including 15 initial provider visits, 83 established provider visits, and four (4) tele-visit to established patients. Additionally, there were 20 nursing visits and 228 lab visits provided. There were eight (8) Ryan White services provided under Behavioral Health by licensed mental health practitioners and the Psychiatric APRN during the month of July. There were 14 Ryan White patients seen by the Registered Dietitian under Medical Nutrition services in July.
- 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 five (5) patients seen under the Rapid stART Program in July.

FQHC-Sexual Health Clinic (SHC)

- A. The Sexual Health Clinic (SHC) clinic provided 988 unique services to 795 unduplicated patients for the month of July.

Refugee Health Program (RHP)

Refugee Health Program for the month of July.

Client required medical follow- up for Communicable Diseases	-
Refugee Health Screening for Ova and Parasites (positive tests)	1
Referrals for TB issues	0
Referrals for Chronic Hep B	0
Referrals for STD	0
Pediatric Refugee Exams	4
Clients encounter by program (adults)	15
Refugee Health Screening for July 2026	19
Total for FY25-26	19

Outreach/In Reach Activity

Number of events (July 2026)	9 – Outreach 0 – In reach
Number of people reached	690
Number of people linked to the clinic	8
Number of hours dedicated to outreach	31

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.

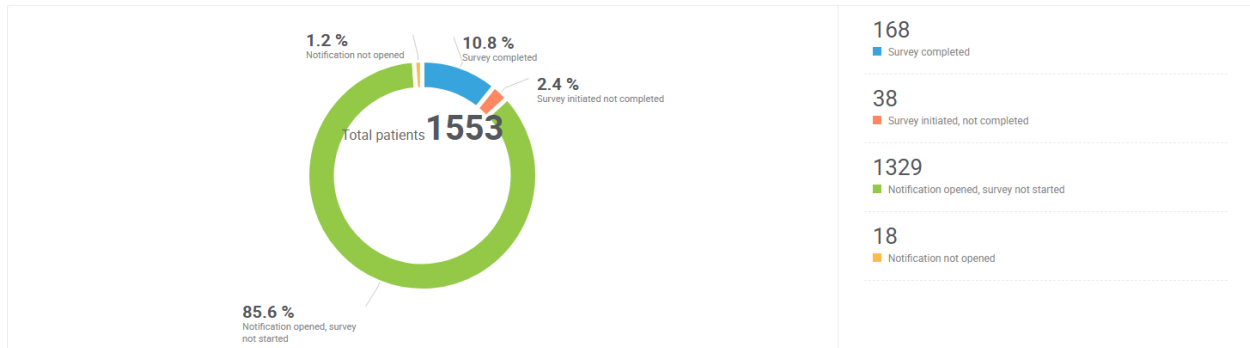
July 2026	Decatur	Fremont	Total
Medicaid	19	1	20
SNAP	15	1	16
Recert	11	1	12

Patient Satisfaction: See attached survey results.

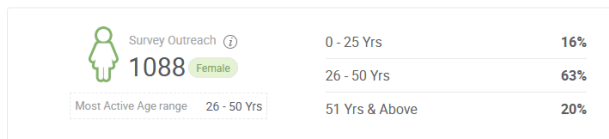
SNCHC continues to receive generally favorable responses from survey participants when asked about ease of scheduling an appointment, waiting time to see their provider, care received from providers and staff, understanding of health care instructions following their visit, hours of operation, and recommendation of the Health Center to friends and family.

Southern Nevada Community Health Center Patient Satisfaction Survey – July 2026

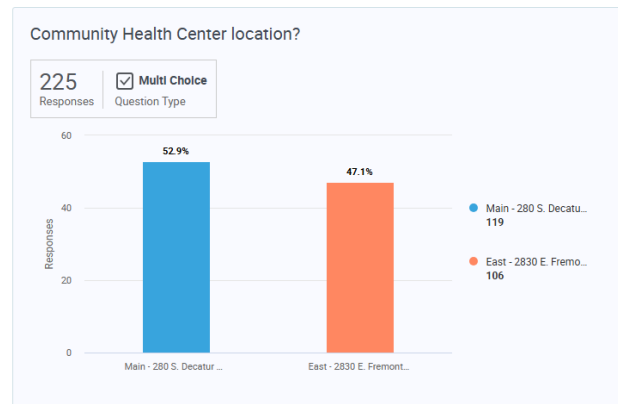
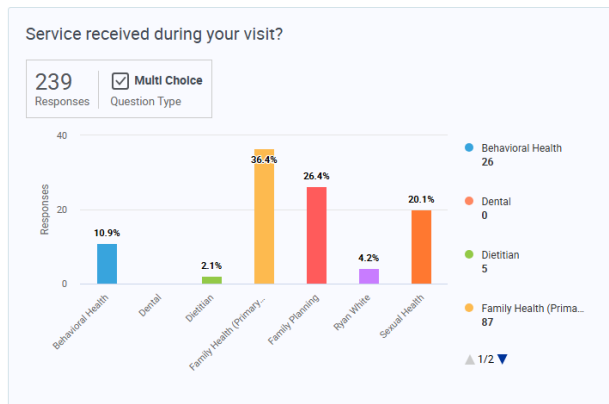
Overview



Gender

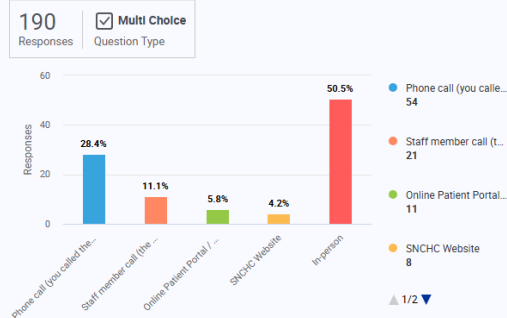


Service and Location

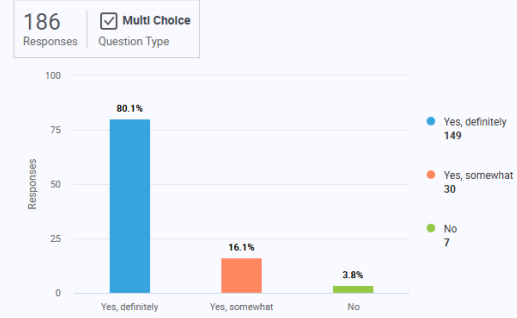


Provider, Staff, and Facility

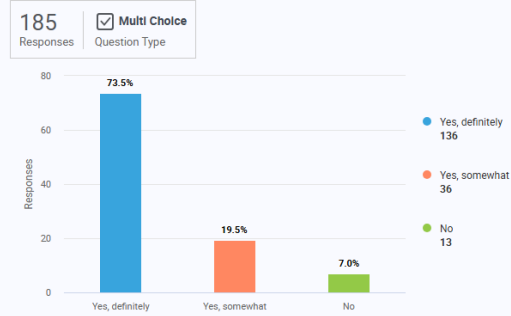
Thinking about your most recent visit, how did you make an appointment?



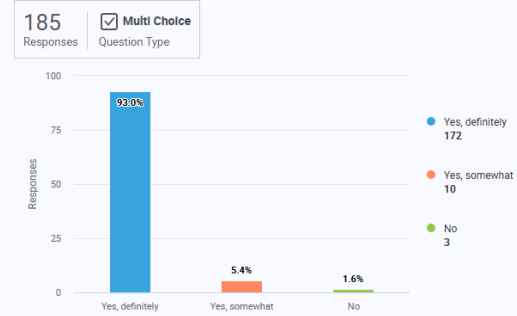
Thinking about your recent visit, was it easy to schedule an appointment?



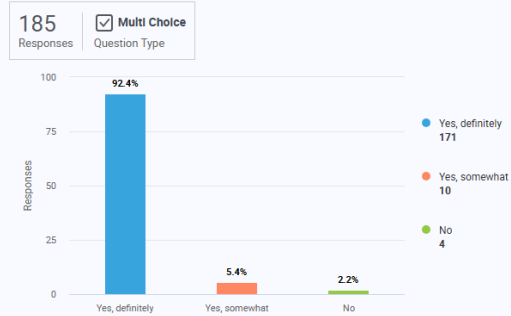
Was the recent visit as soon as you needed?



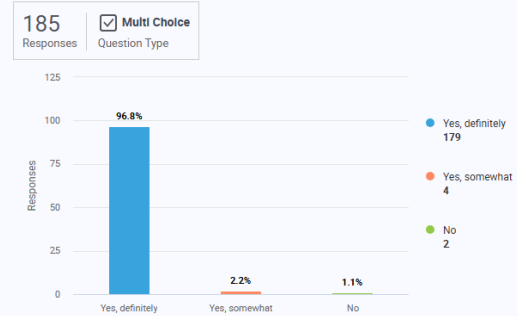
Did the provider explain things in a way that was easy to understand?



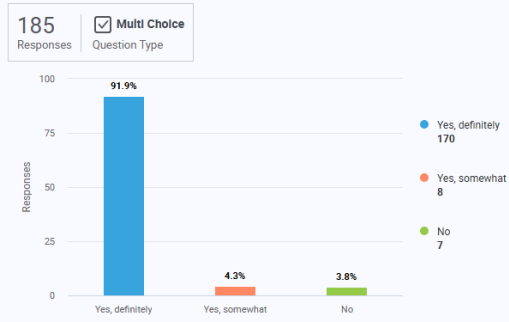
Did the provider listen carefully to you?



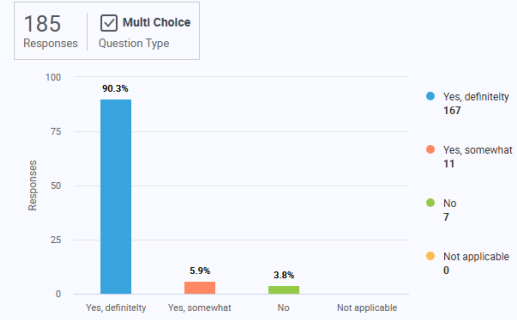
Did the provider show respect for what you had to say?



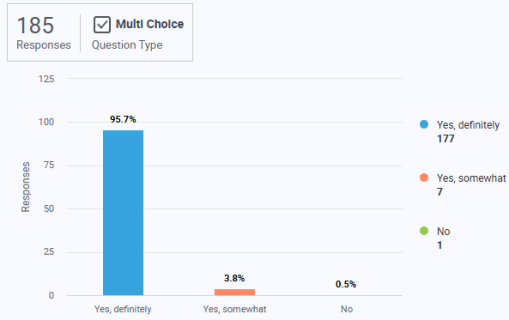
Did the provider spend enough time with you?



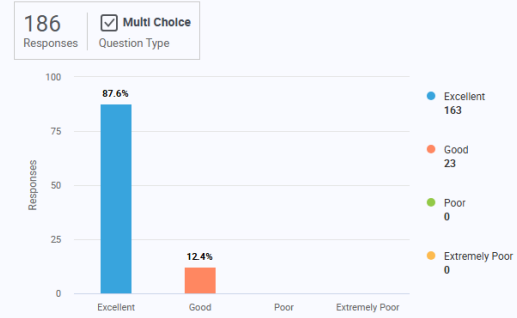
Were you satisfied with how the staff worked to address your healthcare needs (example: outstanding referrals, medications, labs, or diagnostics results)?



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?

186

Responses

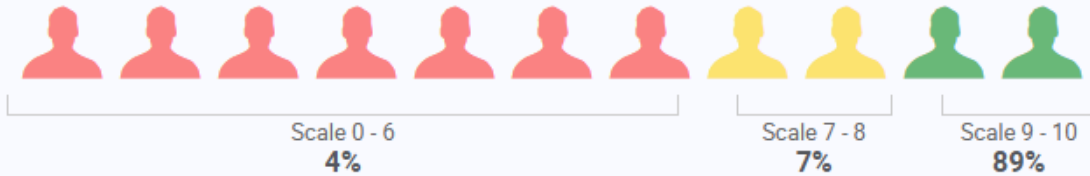
123

Numbers

Question Type

85

Net Promoter Score (NPS)



7

Scale 0 - 6

13

Scale 7 - 8

166

Scale 9 - 10

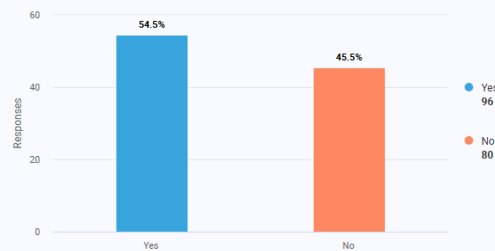
General Information

Do you have health insurance?

176

Responses

Multi Choice
Question Type

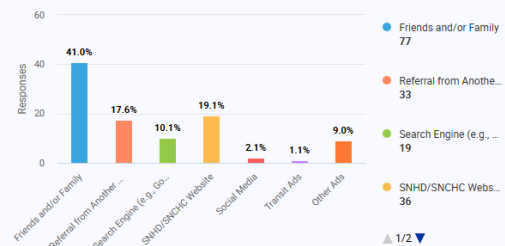


How did you hear about us?

188

Responses

Multi Choice
Question Type





Memorandum

Date: August 27, 2026

To: Southern Nevada District Board of Health

From: **Victoria Burris, MPH**, *Acting Director of Disease Surveillance & Control* *VB*
Cassius Lockett, PhD, *District Health Officer* *CL*

Subject: Disease Surveillance & Control Division Monthly Activity Report – July 2026

A. Division of Disease Surveillance and Control

1. Number of Confirmed and Probable Cases of Selected Illnesses Reported

	July 2025	July 2026		YTD 25	YTD 26	
Sexually Transmitted						
Chlamydia	1075	1045	↓	7050	7153	↑
Gonorrhea	447	423	↓	2935	2743	↓
Primary Syphilis	6	4	↓	59	34	↓
Secondary Syphilis	14	2	↓	69	52	↓
Early Non-Primary, Non-Secondary¹	32	9	↓	226	155	↓
Syphilis Unknown Duration or Late²	103	35	↓	825	622	↓
Congenital Syphilis (presumptive)	4	1	↓	23	12	↓
Moms and Babies Surveillance³						
Pregnant Persons Living with HIV⁴	5	3	↓	33	22	↓
Pregnant Syphilis Cases	36	16	↓	136	198	↑
Perinatally Exposed to HIV	2	2	→	25	13	↓

¹ Early Non-Primary, Non-Secondary= CDC changed the case definition from Early Latent Syphilis to Early Non-Primary, Non-Secondary

² Syphilis Unknown Duration or Late=CDC changed the case definition from Late Latent Syphilis to Syphilis Unknown Duration or Late

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.

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.

⁵ Arrows indicate directional change only and do not represent statistical significance.

Vaccine Preventable						
Haemophilus influenzae, invasive disease	0	3	↑	23	35	↑
Hepatitis A	0	0	→	1	3	↑
Hepatitis B, acute	2	1	↓	22	17	↓

	July 2025	July 2026		YTD 25	YTD 26	
Influenza Hospitalizations and Deaths	20	17	↓	1199	1179	↓
Meningococcal disease (Neisseria meningitidis)	0	0	→	1	1	→
MPOX	1	0	↓	1	21	↑
Mumps	1	0	↓	1	1	→
COVID-19 Hospitalizations and Deaths	116	13	↓	650	194	↓
Pertussis	9	0	↓	44	98	↑
RSV	13	10	↓	2228	2477	↑
Enteric Illness						
Amebiasis	0	0	→	7	2	↓
Campylobacteriosis	22	16	↓	145	125	↓
Cryptosporidiosis	1	0	↓	17	11	↓
Giardiasis	8	1	↓	35	40	↑
Rotavirus	9	10	↑	201	127	↓
Salmonellosis	22	23	↑	113	125	↑
Shiga toxin-producing Escherichia coli (STEC)	10	5	↓	59	50	↓
Shigellosis	9	8	↓	47	47	→
Vibriosis (non-cholera Vibrio species infection)	1	0	↓	7	7	→
Yersiniosis	6	3	↓	37	27	↓
Other						
Coccidioidomycosis	14	8	↓	158	139	↓
Cryptococcosis	0	0	→	0	4	↑
Cyclosporiasis	5	6	↑	8	10	↑
Dengue	2	1	↓	4	3	↓
Hepatitis C, acute	1	0	↓	7	10	↑
Invasive Pneumococcal Disease	16	4	↓	148	141	↓
Lead Poisoning	16	4	↓	99	170	↑
Legionellosis	1	1	→	27	15	↓
Lyme Disease	2	0	↓	5	5	→
Meningitis, Aseptic	2	1	↓	13	5	↓
Meningitis, Bacterial Other	0	0	→	4	6	↑
Streptococcal Toxic Shock Syndrome (STSS)	0	1	↑	18	21	↑
New Active TB Cases Counted (<15 yo)	0	0	→	0	2	↑
New Active TB Cases Counted (>= 15 yo)	5	5	→	42	34	↓

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	19	0	48	0
Gonorrhea	8	0	26	0
Syphilis	5	0	145	1
HIV/AIDS (New to Care/Returning to Care)	12	2	58	0
Tuberculosis	23	0	5	0
TOTAL	67	2	282	1
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 July 27, 2026, Clark County had 356 cases of MPOX since the first reported case in 2022.
- b. **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. Investigation is now closed.
- c. **Cyclosporiasis:** As of July 30, 2026, Nine total cases of cyclosporiasis have been reported in Clark County since January 1, 2026. Three cases are associated with the multistate outbreak and associated with the recall of the Taylor Farm's packaged iceberg lettuce from Mexico.
- d. **Carbapenemase Producing Organisms (CPOs):** The HAI team is investigating an outbreak of CPOs at a skilled nursing facility. Initial report of one client infected with 2 CPOs. Partial facility screening has been completed, resulting in 8 additional CPOs being found. Additional screening has been requested. As of July 27, 2026, 10 total CPOs have been found.

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 July:

Naloxone Distribution	Agency	# of Naloxone doses distributed
7/1/2026	Sunrise Health	504
7/7/2026	SNHD - BEBP	96
7/7/2026	RTC	720
7/7/2026	SNHD - ODS	72
7/7/2026	The Center	1680
7/7/2026	Anthem Blue Cross	48
7/7/2026	Punk Rock Saves Lives	192
7/7/2026	Hope Harbor	144
7/7/2026	NAMI	72
7/7/2026	LVMPD	480
7/7/2026	SNHD - L2A	5
7/7/2026	Rio	72
7/7/2026	SNHD - SHOPP	24
7/7/2026	SNHD - SHOPP	6
7/8/2026	UMC	192
7/8/2026	Vegas Stronger	312
7/8/2026	Southern Nevada Health Consortium	600
7/8/2026	UNI Cares Project	1728
7/9/2026	El Cortez	48
7/9/2026	SNHD - Pharmacy Fremont	72
7/9/2026	SNHD - Pharmacy Fremont	148
7/9/2026	The Promise	168
7/9/2026	Resorts World	72
7/13/2026	The Strat	48
7/13/2026	Arizona Charlies Decatur	48
7/13/2026	Arizona Charlies Boulder	48
7/14/2026	Station Casinos	408
7/14/2026	High Risk Pregnancy Center	48
7/16/2026	American Red Cross	240
7/16/2026	The Crossing	24
7/16/2026	Moapa River Tribal Police	96
7/16/2026	MGM	48
7/20/2026	UNLV Wellness Center	120
7/21/2026	Nevada State Police	120
7/21/2026	AIDS Healthcare Foundation	240
7/21/2026	Spring Valley Hospital	480
7/21/2026	Hope Christian Health Center	3600
7/22/2026	City of Henderson	480
7/22/2026	CSN Sahara Campus	192
7/22/2026	Clark County Social Services	288
7/22/2026	CCSDPD	360
7/22/2026	WestCare	480
7/22/2026	A Better Choice	24

7/22/2026	Bureau of Land Management	48
7/22/2026	Trac B	600
7/22/2026	Young People in Recovery	144
7/23/2026	TINHIH	1440
7/23/2026	SafeNest	48
Total		17127

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 July:

Date:	Agency:	FTS:	XTS:	QTY:
7/8/2026	SNHD Pharmacy	300	100	400
7/8/2026	HIV Consortium	600	600	1200
7/8/2026	SNHD Street Med Team	200	200	400
7/8/2026	UNI Cares Project	1,000	1,000	2,000
7/9/2026	SNHD Office of Disease Surveillance	100	100	200
7/9/2026	SNHD ODS Health Education	400	400	800
7/13/2026	Las Vegas Paiute Police Department	100	100	200
7/13/2026	SNHD Clinics	200	200	400
7/13/2026	Moapa Police Department	100	0	100
7/13/2026	NAMI Southern Nevada	100	100	200
7/13/2026	UNLV Student Wellness Center	100	100	200
7/13/2026	WestCare	300	300	600
7/13/2026	City of Henderson	500	500	1,000
7/13/2026	Comprehensive Treatment Center	300	300	600
7/13/2026	Save Our Sinners	200	200	400
7/14/2026	SNHD SHOPP Team	200	200	400
7/20/2026	Naph Care at CCDC	200	200	400
7/20/2026	Trac-B/Impact Exchange	1,000	1,000	2,000
7/20/2026	Las Vegas Clark County Library District	3,000	0	3,000
7/20/2026	Team Indios	200	200	400
7/21/2026	SNHD ODS Health Education	300	0	300
7/27/2026	SNHD ODS Health Education	600	600	1200
7/30/2026	Shine a Light	5,000	0	5,000
TOTALS:		15,000	6,400	21,400

5. Prevention - Community Outreach/Provider Outreach/Education

- 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. As ODS strives to expand our reach to populations with high disease burden, having broader access points in the community are integral. Due to delayed HIV Prevention funding outreaches were paused for June and July.
- c. 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. Distribution is ongoing. 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	Jul-25	Jul-26		YTD 25	YTD 26	
Outreach/Targeted Testing	1182	532	↓	8281	7035	↓
Clinic Screening (SHC/FPC/TB)	593	86	↓	4123	1411	↓
Outreach Screening (Jails)	27	14	↓	1192	619	↓
Collect2 Protect	6	0	↓	48	39	↓
TOTAL	1808	632	↓	13644	9104	↓
Outreach/Targeted Testing POSITIVE	5	1	↓	32	26	↓
Clinic Screening (SHC/FPC/TB) POSITIVE	1	0	↓	3	2	↓
Outreach Screening (Jails, SAPTA) POSITIVE	0	0	→	5	1	↓
Collect2 Protect POSITIVE	0	0	→	0	0	→
TOTAL POSITIVES	6	1	↓	40	29	↓

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. 07/01/2026: Facilitated Provider Education Visit with Alonso Medical Center Clinica; 4 people in attendance; 1 ODS staff member in attendance.
2. 07/01/2026: Facilitated Provider Education Visit with Zephyrene C. Villaluz Family Medical Clinic; 1 person in attendance; 1 ODS staff member in attendance.

3. 07/01/2026: Facilitated Provider Education Visit with Nevada Health Centers Civic Center; 1 person in attendance; 1 ODS staff member in attendance.
4. 07/01/2026: Facilitated Provider Education Visit with Civic Center Pediatrics; 1 person in attendance; 1 ODS staff member in attendance.
5. 07/01/2026: Facilitated Provider Education Visit with Clinica Mi Pueblo; 2 people in attendance; 1 ODS staff member in attendance.
6. 07/01/2026: Facilitated Provider Education Visit with Planned Parenthood; 2 people in attendance; 1 ODS staff member in attendance.
7. 07/01/2026: Facilitated Provider Education Visit with Angeles Medical Center-Mental Health; 1 person in attendance; 1 ODS staff member in attendance.
8. 07/01/2026: Facilitated Provider Education Visit with Dr. Nader and Associates; 2 persons in attendance; 1 ODS staff member in attendance.
9. 07/01/2026: Facilitated Provider Education Visit with North Vista ER; 1 person in attendance; 1 ODS staff member in attendance.
10. 07/02/2026: Facilitated PrEP Education Visit with Doyne Medical Clinic; 2 people in attendance; 1 ODS staff in attendance.
11. 07/02/2026: Facilitated Virtual Provider Education Meeting with Spring Valley Hospital Nurse Educator of Women's Services; 1 person in attendance; 1 ODS staff member in attendance.
12. 07/06/2026: Presented to the Ending the HIV Epidemic Workgroup on Overdose Prevention Training Opportunities; 23 people in attendance; 5 ODS staff in attendance.
13. 07/07/2026: Facilitated Overdose Response Training to the Community Counseling Center; 17 people in attendance; 1 SNHD staff in attendance.
14. 07/08/2026: Provided Technical Assistance to Boston Public Health Department on SNHD and Foundation for Recovery's Home Canvassing Program; 5 people in attendance; 2 ODS staff in attendance.
15. 07/08-09/2026: Facilitated Empower Change Rapid HIV Testing and Counseling Training; 12 people in attendance; 3 SNHD staff in attendance.
16. 07/12-16/2026: Attended CADCA Mid-Year Conference "Powered by Purpose" held in Orlando, FL ~2500 attendees; 1 EPI staff in attendance.
17. 07/14/2026: Facilitated Provider Education Visit with Intermountain Health Mountain View Women's Health; 1 person in attendance; 1 ODS staff in attendance.
18. 07/14/2026: Facilitated Mental Health First Aid for Youth; 10 people in attendance; 2 SNHD ODS staff in attendance.
19. 07/14/2026: Facilitated Overdose Response Training of Trainers to Station Casinos; 17 people in attendance; 1 SNHD staff attendee.
20. 07/14-16/2026: Attended NIST In-Person Meeting held in Gaithersburg, MD; ~ 75-100 attendees; 1 ODS staff in attendance.
21. 7/15/26- HAI team facilitated weekly EVS trainings for a skilled nursing facility; 6 facility staff in attendance, 1 ACDC staff and 1 EH staff in attendance.
22. 07/15/2026: Facilitated Southern Nevada HIV Prevention Planning Group Meeting; 20 people in attendance; 7 ODS staff in attendance.
23. 07/15/2026: Facilitated Mental Health in Corrections; 3 people in attendance; 3 SNHD ODS staff in attendance.
24. 07/15/2026: Facilitated PrEP Education Visit with Intermountain Health Clinical Caregivers (Virtual Nevada Monthly Medical Update Meeting); 135 people in attendance; 2 SNHD ODS staff in attendance.
25. 07/15/2026: Presented at PACT Coalition Meeting on SNHD's Overdose Education and Naloxone Distribution Program; 60 people in attendance; 3 SNHD staff in attendance.

26. 07/16/2026: Presented and facilitated SNOAC Quarterly Meeting on Opioids and Overdose Prevention and the Community Health Improvement Plan; 60 people in attendance; 4 ODS staff in attendance.
27. 07/16/2026: Attended the Southern Nevada Health Consortium Providers Meeting as SNHD Representative; 24 people in attendance; 2 Health Educator in attendance.
28. 07/21/2026: Attended NASTAD/Remedy Alliance Effective Messaging Learning Collaborative Close-Out Meeting in Tucson, AZ as Regional Local Public Health Representative; 40 people in attendance; 1 ODS staff in attendance.
29. 7/21/2026: Attended 2026 West Coast Wastewater Surveillance for Public Health Conference virtually and presented on wastewater surveillance in Clark County focusing on large event surveillance, 2 OOE staff in attendance.
30. 07/27/2026: Completed Radio Interview in Spanish with Ponte Exa 94.5 FM to Promote ODS Testing Services at La Oportunidad Event; 5 people in attendance; 1 ODS staff in attendance.
31. 07/29/2026: Attended the Ryan White Las Vegas TGA Planning Council Meeting as SNHD Representative; 39 people in attendance; 2 ODS 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: May 2026*, June 2026 and Quarter 2 2026 disease statistics are below. Please note that these data are retrieved as of June 3, 2026. (see Table 1, Table 2, Table 3; respectively)
*The May 2026 disease statistics were inadvertently not included in the June Board of Health Report.

Table 1 Monthly Communicable Disease Statistics (May 2026)

May 2026: Clark County Disease Statistics*

Data as of 6/30/2026

Disease	2024		2025		2026	
	May	YTD	May	YTD	May	YTD
VACCINE PREVENTABLE						
COVID-19	962	6,456	595	3,415	132	1,190

Haemophilus influenzae, invasive	7	24	3	18	6	28
Hepatitis A	0	3	0	0	0	3
Hepatitis B, acute	8	18	4	18	0	13
Hepatitis B, chronic	104	607	79	515	71	374
Influenza	65	635	38	1,157	101	1,108
Meningococcal disease (<i>N. meningitidis</i>)	1	2	0	0	0	1
MPOX	3	6	0	0	2	19
Mumps	0	3	0	0	0	1
Pertussis	4	33	4	27	11	83
RSV	41	1,912	33	2,208	116	2,411
SEXUALLY TRANSMITTED						
Chlamydia	1,059	5,504	1,048	5,022	949	5,049
Gonorrhea	381	2,257	476	2,029	346	1,905
HIV	53	254	39	206	15	160
Stage 3 HIV (AIDS)	11	72	27	97	9	76
Syphilis (Early non-primary, non-secondary)	58	291	32	154	17	130
Syphilis (Primary & Secondary)	27	178	12	86	12	64
CONGENITAL CONDITIONS						
Hepatitis C, Perinatal Infection	0	2	0	0	1	1
Congenital Syphilis	2	16	1	16	1	11
ENTERICS						
Amebiasis	3	4	2	6	1	1
Campylobacteriosis	23	101	25	94	19	97
Cryptosporidiosis	5	16	8	15	2	7
Giardiasis	5	27	6	25	5	24
Rotavirus	27	83	49	161	33	84
Salmonellosis	12	59	18	71	19	75
Shiga toxin-producing <i>E. coli</i> (STEC)	11	39	19	39	2	33
Shigellosis	15	64	6	34	9	32
Vibriosis (Non-cholera <i>Vibrio</i> species infection)	1	6	1	5	0	4
Yersiniosis	2	16	6	26	6	19
OTHER						
Coccidioidomycosis	19	104	19	130	21	101
Exposure, Chemical or Biological	0	1	0	2	1	2
Hepatitis C, acute	2	5	0	6	2	9
Hepatitis C, chronic	144	688	174	792	123	619
Invasive Pneumococcal Disease	18	141	14	124	18	125
Lead Poisoning	24	84	14	72	30	139
Legionellosis	3	10	8	22	1	15
Listeriosis	1	2	0	0	0	0
Lyme Disease	1	3	0	1	1	3
Malaria	1	1	0	1	0	0
Meningitis, Aseptic	0	12	2	9	0	3
Meningitis, Bacterial Other	0	1	0	4	0	4
Meningitis, Fungal	0	3	0	0	0	1
Rabies, exposure to a rabies susceptible animal	26	135	53	213	88	411
Streptococcal Toxic Shock Syndrome (STSS)	1	16	4	17	6	18
Tuberculosis (Active)	7	29	9	33	3	27
West Nile virus neuroinvasive disease	0	0	0	0	0	1

*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 Monthly Communicable Disease Statistics (June 2026)

June 2026: Clark County Disease Statistics*

Data as of 07/31/2026

Disease	2024		2025		2026	
	June	YTD	June	YTD	June	YTD
VACCINE PREVENTABLE						
COVID-19	1,783	8,239	596	4,011	173	1,367

Haemophilus influenzae, invasive	2	26	5	23	4	32
Hepatitis A	1	4	1	1	0	3
Hepatitis B, acute	4	22	2	20	2	16
Hepatitis B, chronic	109	714	78	593	81	455
Influenza	62	697	20	1,177	46	1,162
Meningococcal disease (<i>N. meningitidis</i>)	0	2	1	1	0	1
MPOX	0	6	0	0	2	21
Mumps	0	3	0	0	0	1
Pertussis	4	37	8	35	1	86
RSV	15	1927	7	2,215	43	2,467
SEXUALLY TRANSMITTED						
Chlamydia	985	6,488	953	5,975	1,048	6,108
Gonorrhea	417	2,673	459	2,488	412	2,320
HIV	51	305	40	246	20	189
Stage 3 HIV (AIDS)	18	90	14	111	6	84
Syphilis (Early non-primary, non-secondary)	39	331	40	194	16	146
Syphilis (Primary & Secondary)	30	208	22	108	14	80
CONGENITAL CONDITIONS						
Hepatitis C, Perinatal Infection	0	2	0	0	0	1
Congenital Syphilis	2	18	3	19	0	11
ENTERICS						
Amebiasis	1	5	1	7	0	2
Campylobacteriosis	23	124	29	123	12	109
Cryptosporidiosis	1	17	1	16	4	11
Giardiasis	7	34	2	27	12	39
Rotavirus	19	102	31	192	33	117
Salmonellosis	15	74	20	91	25	102
Shiga toxin-producing <i>E. coli</i> (STEC)	1	40	10	49	11	45
Shigellosis	11	75	4	38	6	39
Vibriosis (Non-cholera <i>Vibrio</i> species infection)	3	9	1	6	2	7
Yersiniosis	7	23	5	31	5	24
OTHER						
Coccidioidomycosis	20	124	14	144	25	130
Cyclosporiasis	2	3	3	3	3	4
Exposure, Chemical or Biological	1	2	0	2	0	2
Hepatitis C, acute	3	8	0	6	1	10
Hepatitis C, chronic	130	818	161	951	128	737
Invasive Pneumococcal Disease	7	148	8	132	12	137
Lead Poisoning	11	95	11	83	21	166
Legionellosis	3	13	6	28	0	15
Listeriosis	2	4	0	0	0	0
Lyme Disease	1	4	2	3	2	5
Malaria	0	1	1	2	0	0
Meningitis, Aseptic	3	15	2	11	1	4
Meningitis, Bacterial Other	2	3	0	4	2	6
Meningitis, Fungal	0	3	0	0	0	1
Rabies, exposure to a rabies susceptible animal	22	157	75	288	72	484
Streptococcal Toxic Shock Syndrome (STSS)	6	22	1	18	2	20
Tuberculosis (Active)	5	34	4	37	2	29
West Nile virus neuroinvasive disease	11	11	0	0	0	1

*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 3 Quarterly Communicable Disease Statistics (Quarter 2 2026)

Quarter 2, 2026: Clark County Disease Statistics*

Data as of 07/31/2026

	2024	2025	2026	Rate (Cases per 100,000 per quarter)	Quarter Rate (% change) Comparison
--	------	------	------	--------------------------------------	------------------------------------

Disease	Qtr 2	YTD	Qtr 2	YTD	Qtr 2	YTD	Qtr 2 (2021-2025 aggregated)	Qtr 2 (2026)	Change b/t current & past 5-year?
VACCINE PREVENTABLE									
COVID-19	3,213	8,239	1,859	4,011	470	1,367	244.11	4.78	↓X (-98.04%)
Haemophilus influenzae, invasive	11	26	13	23	13	32	0.09	0.13	↑ (+44.44%)
Hepatitis A	2	4	1	1	2	3	.	.	0
Hepatitis B, acute	14	22	10	20	5	16	0.11	.	0
Hepatitis B, chronic	327	714	266	593	231	455	3.65	2.35	↓X (-35.62%)
Influenza	192	697	132	1,177	298	1,162	1.88	3.03	↑X (+61.17%)
Influenza-associated pediatric mortality	1	2	0	2	0	0	.	.	-
Meningococcal disease (<i>N. meningitidis</i>)	1	2	1	1	0	1	.	.	-
MPOX	5	6	0	0	5	21	.	.	-
Mumps	1	3	0	0	0	1	.	.	-
Pertussis	14	37	21	35	27	86	0.18	0.27	↑ (+50.00%)
RSV	120	1,927	127	2,215	464	2,467	1.69	4.72	↑X (+179.29%)
SEXUALLY TRANSMITTED									
Chlamydia	3,114	6,488	3,008	5,975	3,101	6,108	41.42	31.56	↓X (-23.80%)
Gonorrhea	1,204	2,673	1,320	2,488	1,168	2,320	19.07	11.89	↓X (-37.65%)
HIV	149	303	122	243	87	189	1.58	0.89	↓X (-43.67%)
Stage 3 HIV (AIDS)	42	82	51	100	34	84	0.58	0.35	↓X (-39.66%)
Syphilis (Early non-primary, non-secondary)	167	331	101	194	63	146	1.89	0.64	↓X (-66.14%)
Syphilis (Primary, Secondary)	97	208	50	108	38	80	1.76	0.39	↓X (-77.84%)
CONGENITAL CONDITIONS									
Hepatitis C, Perinatal Infection	1	2	0	0	1	1	.	.	-
Congenital Syphilis	10	18	7	19	6	11	76.62	.	-
ENTERICS									
Amebiasis	4	5	3	7	1	2	.	.	-
Campylobacteriosis	71	124	68	123	52	109	0.73	0.53	↓ (-27.40%)
Cryptosporidiosis	8	17	14	16	6	11	0.08	.	-
Giardiasis	19	34	13	27	25	39	0.16	0.25	↑ (+56.25%)
Rotavirus	72	102	137	192	91	117	0.92	0.93	↑ (+1.09%)
Salmonellosis	44	74	49	91	61	102	0.62	0.62	↑ (0.00%)
Shiga toxin-producing <i>E. coli</i> (STEC)	20	40	37	49	27	45	0.29	0.27	↓ (-6.90%)
Shigellosis	37	75	18	38	23	39	0.33	0.23	↓ (-30.30%)
Vibriosis (Non-cholera <i>Vibrio</i> species infection)	6	9	2	6	5	7	.	.	-
Yersiniosis	11	23	19	31	13	24	0.11	0.13	↑ (+18.18%)
OTHER									
Coccidioidomycosis	59	124	57	144	69	130	0.68	0.70	↑ (+2.94%)
Exposure, Chemical or Biological	1	2	1	2	1	2	.	.	-
Hepatitis C, acute	7	8	3	6	7	10	.	.	-
Hepatitis C, chronic	429	818	514	951	391	737	8.79	3.98	↓X (-54.72%)
Invasive Pneumococcal Disease	51	148	39	132	51	137	0.51	0.52	↑ (+1.96%)
Lead Poisoning	52	95	30	83	79	166	0.49	0.80	↑X (+63.27%)
Legionellosis	10	13	19	28	3	15	0.13	.	-
Listeriosis	3	4	0	0	0	0	.	.	-
Lyme Disease	2	4	2	3	5	5	.	.	-
Malaria	1	1	1	2	0	0	.	.	-
Meningitis, Aseptic	7	15	7	11	1	4	0.08	.	-
Meningitis, Bacterial Other	2	3	0	4	3	6	.	.	-
Meningitis, Fungal	1	3	0	0	0	1	.	.	-
Streptococcal Toxic Shock Syndrome (STSS)	10	22	7	18	10	20	0.09	.	-
Tuberculosis, Active	14	34	22	37	10	29	0.24	.	-
West Nile Virus neuroinvasive disease	11	11	0	0	1	1	.	.	-

*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. Green text represents rates that decreased significantly, whereas red text represents rates that increased significantly. Statistically significant changes are indicated by 'X.'



Memorandum

Date: August 27, 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	July 2025	July 2026		FY 25-26	FY 26-27	
Routine Inspections	2,524	2,178	↓	2,524	2,178	↓
Reinspections	218	183	↓	218	183	↓
Downgrades	212	189	↓	212	189	↓
Closures	14	19	↑	14	19	↑
Special Events	56	71	↑	56	71	↑
Temporary Food Establishments & Tasting Event Booths	325	345	↑	325	345	↑
TOTALS	3,349	2,985	↓	3,349	2,985	↓

↑ (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. **Purple Potato, 6370 W. Flamingo Rd.:** On July 1, the facility was closed when a routine inspection resulted in 50 demerits. The facility was reinspected and reopened with six demerits on July 2.
- B. **Lefty – J's Island Favorite's, 860 E. Twain Ave.:** On July 2, the facility was closed for an Imminent Health Hazard (IHH), lack of adequate refrigeration. The inspector documented 16 demerits. The facility was reinspected and reopened with zero demerits on July 7.

- C. Korean Garden, 4355 Spring Mountain Rd.:** On July 9, the facility was closed for receiving 25 demerits during a scheduled change of permit holder (CPH) inspection with Plan Review. The facility was reinspected and reopened with zero demerits on July 10.
- D. Poke Poku, 9310 S. Eastern Ave:** On July 9, the facility was closed for an IHH, pest infestation. The inspector documented nine demerits. A reinspection is still pending.
- E. Carefree Catering #2, 439 Rock Quarry Way:** On July 14, the unit was closed for an IHH, lack of adequate refrigeration. The inspector documented 26 demerits. The unit remains closed at this time.
- F. Ibarra's Commissary, 1935 Fremont St.:** On July 14, the facility was closed for an IHH, pest infestation. The inspector documented eight demerits. The facility was reinspected and reopened with six demerits on July 21.
- G. Pollos Culiacan #6, 4966 Boulder Hwy.:** On July 14, the facility was closed for an IHH, sewage or liquid waste not disposed of in an approved manner. The inspector documented 15 demerits. The facility was reinspected and reopened with zero demerits on July 16.
- H. Tacos El Pastor, 608 S. Maryland Pkwy.:** On July 14, the facility was closed for an IHH, interruption of electrical service. The inspector documented 15 demerits. The facility was reinspected and reopened with eight demerits on July 14.
- I. Saffron Flavors of India, 4450 N. Tenaya Way:** On July 15, the facility was closed for an IHH, pest infestation. The inspector documented 39 demerits. The facility was reinspected and reopened with zero demerits on July 17.
- J. Komol Restaurant, 953 E. Sahara Ave.:** On July 17, the facility was closed for an IHH, pest infestation. The inspector documented 26 demerits. The facility remains closed at this time.
- K. Hashtag India, 855 E. Twain Ave.:** On July 22, the facility was closed for multiple IHHs, pest infestation, lack of adequate refrigeration, and excessive demerits on a reinspection. The inspector documented 25 demerits. The facility was reinspected and reopened with six demerits on August 6.
- L. Jerk Dat, 4480 S. Paradise Rd.:** On July 23, the facility was closed for an IHH, conditions or circumstance that may endanger public health. The inspector documented 50 demerits. The facility was reinspected and reopened with three demerits on July 29.
- M. Mang Felix Kitchen Bar and Cafe, 3528 S. Maryland Pkwy.:** On July 27, the facility was closed for an IHH, pest infestation. The inspector documented 12 demerits. The facility was reinspected and reopened with three demerits on July 31.
- N. 168 Market Restaurant, 3459 S. Jones Blvd.:** On July 29, the facility was closed for an IHH, pest infestation. The inspector documented 39 demerits. The facility was reinspected and reopened with zero demerits on August 4.
- O. Kung Fu Tea, 7345 S. Rainbow Blvd.:** On July 29, the facility was closed for an IHH, no hot water. The inspector documented 28 demerits. The facility had gone through a CPH and had not applied for a new health permit. The operator was referred to Plan Review for proper permitting, and the facility was approved to reopen on August 7.
- P.** Staff conducted unpermitted food vending complaint investigations with representatives from the Las Vegas Metropolitan Police Department, Clark County Business License, City of North Las Vegas Business License, and the North Las Vegas Metropolitan Police Department throughout the month.
- Q.** Staff closed 33 unpermitted food vending complaint investigations.

2. Supervisory/Managerial Conferences:

- A.** Conferences/meetings were held with the following facilities: BBQ Garden, 6820 Spring Mountain Rd.; and Ready Cut Vegetables, 3700 Capella Ave.

ENVIRONMENTAL HEALTH Outbreak Support – Fiscal Year Data

Outbreak Support	July 2025	July 2026		FY 25-26	FY 26-27	
Childhood Elevated Blood Lead Levels	4	0	↓	4	0	↓
Foodborne Illness Investigations	10	9	↓	10	9	↓
Healthcare Associated Infections (HAI)	0	4	↑	0	4	↑
Legionella Travel Associated Investigations	1	3	↑	1	3	↑
Legionella Residential Investigations	2	3	↑	2	3	↑
Legionella HAI Investigations	0	1	↑	0	1	↑

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.
- C.** Legionella HAI investigations are prompted by a person becoming ill while, or shortly after, receiving healthcare. An investigation is conducted at the healthcare facility they visited.

4. Foodborne Illness Response:

- A. Wendy's, 7150 W. Lake Mead Blvd.:** On July 13, 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, cross-contamination of foods, and food held at improper temperatures. The inspection resulted in a B downgrade. The facility passed its reinspection with an A grade.
- B. The Garage, 1487 E. Flamingo Rd.:** On July 14, staff responded to a confirmed case of Shigella. Staff observed risk factors that could lead to illness including improper handwashing practices and storage of clean dishware. The inspection resulted in an A grade.
- C. Jimmy John's, 5757 Wayne Newton Blvd.:** On July 15, staff responded to a confirmed case of Cyclospora. Staff did not observe any risk factors that could lead to illness. Food invoices were collected to aid in possible traceback. The inspection resulted in an A grade.
- D. Seafood Soundz and Bar, 4300 Spring Mountain Rd.:** On July 15, staff responded to a confirmed case of Salmonella. Staff observed risk factors that could lead to illness including refrigeration equipment in disrepair, foods held at improper temperatures, storage of raw foods over ready-to-eat foods, and spoiled produce. The inspection resulted in a C downgrade. A reinspection is still pending.
- E. Al Solito Posto, 420 S. Rampart Blvd.:** On July 21, staff responded to a confirmed case of Campylobacter. Staff observed risk factors that could lead to illness including improper handwashing practices, raw foods stored over ready-to-eat foods, improper storage of clean dishware, and soiled food contact surfaces. The inspection resulted in an A grade.

- F. China a Go Go, 2466 E. Desert Inn Rd.:** On July 24, staff responded to multiple reports of illness. Staff observed risk factors that could lead to illness including improper handwashing practices, unsanitary equipment, and absence of prepared sanitizer while working with food. The inspection resulted in a C downgrade. A reinspection is still pending.
- G. Jack in the Box, 3790 E. Tropicana Ave.:** On July 28, staff responded to multiple reports of illness. Staff did not observe any risk factors that could lead to illness. The inspection resulted in an A grade.
- H. 88 Sushi and Ramen, 4870 Blue Diamond Rd.:** On July 31, staff responded to a confirmed case of Shigella. Staff observed risk factors that could lead to illness including raw foods stored over ready-to-eat foods. The inspection resulted in a B downgrade. A reinspection is still pending.
- I. Kura Revolving Sushi, 4258 Spring Mountain Rd.:** On July 31, staff responded to a confirmed case of Shigella. Staff observed risk factors that could lead to illness including improper handwashing practices and ineffective cleaning of dishware. The inspection resulted in an A grade.

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	July 2025	July 2026		FY 25-26	FY 26-27	
Notices of Violations (New & Remails)	7	9	↑	7	9	↑
Adjudicated Hearing Cases	0	0	→	0	0	→
Total Cases Received	92	74	↓	92	74	↓
Total Cases Referred to Other Agencies	11	12	↑	11	12	↑
Hearing Penalties Assessed	\$0	\$0	→	\$0	\$0	→

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	July 2025	July 2026		FY 25-26	FY 26-27	
Inspections	324	280	↓	324	280	↓

ENVIRONMENTAL HEALTH Underground Storage Tanks (UST) Full Compliance Inspections – Fiscal Year Data

Underground Storage Tanks	July 2025	July 2026		FY 25-26	FY 26-27	
Compliance Inspections	89	115	↑	89	115	↑
Final Installation/Upgrade/Repair Inspections	5	4	↓	5	4	↓
Closure Inspections	1	0	↓	1	0	↓
Spill Report Investigations	0	1	↑	0	1	↑

ENVIRONMENTAL HEALTH Permitted Disposal Facilities (PDF) Inspections – Fiscal Year Data

Permitted Disposal Facilities	July 2025	July 2026		FY 25-26	FY 26-27	
Inspections	26	9	↓	26	9	↓
Reinspections	5	1	↓	5	1	↓

III. VECTOR SURVEILLANCE

ENVIRONMENTAL HEALTH Vector Surveillance and Other EH Services - Fiscal Year Data

Vector Surveillance and Other EH Services	July 2025	July 2026		FY 25-26	FY 26-27	
West Nile Virus Surveillance Traps Set	420	455	↑	420	455	↑
West Nile Virus Surveillance Mosquitoes Tested	7,331	5,646	↓	7,331	5,646	↓
West Nile Virus Surveillance Submission Pools Tested	373	332	↓	373	332	↓
West Nile Virus Surveillance Positive Mosquitoes	513	952	↑	513	952	↑
West Nile Virus Surveillance Positive Submission Pools	13	25	↑	13	25	↑
St. Louis Encephalitis Surveillance Positive Mosquitoes	0	0	→	0	0	→
St. Louis Encephalitis Surveillance Positive Submission Pools	0	0	→	0	0	→
Mosquito Activity Complaints	43	45	↑	43	45	↑
Public Accommodations Inspections	14	9	↓	14	9	↓
Public Accommodations Complaints	14	15	↑	14	15	↑
Mobile Home/Recreational Vehicle Park Inspections	3	1	↓	3	1	↓
Mobile Home/Recreational Vehicle Park Complaints	0	2	↑	0	2	↑

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 (7); Transfer Station

(1); and Materials Recovery Facility (1)

D. Facilities Planned for Approval at DBOH Meetings/SNHD Workshops in August: None

ENVIRONMENTAL HEALTH Asbestos Permitting Services – Fiscal Year Data

Asbestos Permitting Services	July 2025	July 2026		FY 25-26	FY 26-27	
Asbestos Permits Issued	58	58	→	58	58	→
Revised Asbestos Permits Issued	4	10	↑	4	10	↑

ENVIRONMENTAL HEALTH Subdivision Program – Fiscal Year Data

Subdivision Plan Review	July 2025	July 2026		FY 25-26	FY 26-27	
Tentative Maps-Received	16	14	↓	16	14	↓
Tentative Maps-Lot Count	274	499	↑	274	499	↑
Final Maps-Received	24	15	↓	24	15	↓
Final Maps-Lot Count	596	311	↓	596	311	↓
Final Maps-Signed	11	12	↑	11	12	↑
Final Maps (Signed)-Lot Count	628	475	↓	628	475	↓
Improvement Plans-Received	25	12	↓	25	12	↓
Improvement Plans-Lot Count	591	259	↓	591	259	↓
Expedited Improvement Plans-Received	0	1	↑	0	1	↑
Expedited Improvement Plans-Lot Count	0	7	↑	0	7	↑

ENVIRONMENTAL HEALTH Individual Sewage Disposal System (ISDS) Program – Fiscal Year Data

Individual Sewage Disposal Systems	July 2025	July 2026		FY 25-26	FY 26-27	
Residential ISDS Permits	3	4	↑	3	4	↑
Commercial ISDS Permits	0	2	↑	0	2	↑
Commercial Holding Tank Permits	5	0	↓	5	0	↓
Residential Tenant Improvements	23	27	↑	23	27	↑
Residential Certifications	1	1	→	1	1	→
Compliance Issues	10	9	↓	10	9	↓

ENVIRONMENTAL HEALTH Safe Drinking Water Program – Fiscal Year Data

Safe Drinking Water Program	July 2025	July 2026		FY 25-26	FY 26-27	
Public Water System Sanitary Surveys	6	0	↓	6	0	↓
Public Water System Violations Issued	7	3	↓	7	3	↓

2. Safe Drinking Water Activity:

- A.** Three *coliform* positive results were reported from routine monitoring events. Other than where noted, those samples were *E. coli* negative:
- **Indian Springs Water Co Inc.:** One routine sample was *coliform*-positive. The repeat samples were *coliform*-absent.
 - **Sandy Valley High School Clark County School District (CCSD):** Two unscheduled source water samples were *coliform*-positive, *E. coli*-positive. Repeat samples are postponed until all "Boil Water Order" corrective actions are completed and reported to SNHD for review and approval.
- B. Sandy Valley High School CCSD:** CCSD continued operations under a Tier 1 "Boil Water Order" until each corrective action prescribed by the April 2026, Level 2 Assessment is reported by CCSD to SNHD and the Nevada Department of Environmental Protection (NDEP). In July, the school underwent continued formal enforcement by 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; Spring Mountain Youth Camp; and the Coyote Springs Golf Course.

V. SPECIAL PROGRAMS

ENVIRONMENTAL HEALTH Special Programs - Fiscal Year Data

Special Programs	July 2025	July 2026		FY 25-26	FY 26-27	
School and Child Care Kitchen Inspections	0	14	↑	0	14	↑
School Facility Inspections and Surveys	0	1	↑	0	1	↑
Summer Food Service Surveys	49	5	↓	49	5	↓
Child Care Facility Inspections and Surveys	43	55	↑	43	55	↑
Body Art Facility Inspections and Surveys	53	50	↓	53	50	↓
Body Art Special Event Inspections	16	4	↓	16	4	↓
Complaints	4	3	↓	4	3	↓
Total Program Services Completed	165	132	↓	165	132	↓

1. Child Care:

- A. Infinity Learning Center, 5447 S. Rainbow Blvd.:** During a routine inspection, staff observed multiple violations that resulted in a non-compliant inspection. An IHH was identified when blue painters' tape was found covering the fire alarm pull box. The childcare provider was educated regarding the hazard, and the tape was removed. Additional violations included plastic bags, gloves, and diapers accessible to children; chemicals stored in areas accessible to children; inadequate supervision of children during handwashing prior to eating; and structural areas undergoing renovation accessible to children. Staff conducted a reinspection to verify that all health hazards were corrected.
- B. Kindercare Tropicana South Summerlin, 9572 W. Tropicana Ave.:** During a routine inspection, staff observed multiple violations that resulted in a non-compliant inspection. Childcare providers were not following diaper changing procedures or

manufacturer's instructions for sanitizing solutions for food contact surfaces. Hot water at hand sinks was inadequate and food for children was stored in a cabinet beneath the handwashing sink. A reinspection is still pending.

- C. **La Petite Academy #5125, 8451 Boseck Dr.:** During a routine inspection, staff observed multiple violations that resulted in a non-compliant inspection. Childcare providers were not following safe diaper changing procedures or manufacturer's instructions for sanitizing solutions for food contact surfaces. A provider was wearing shoes that were worn outside in the infant room area. Hot water at the hand sinks was inadequate and playground equipment was damaged and rusted. A reinspection is still pending.
- D. **Primrose School of Henderson, 171 S. Arroyo Grande Blvd.:** During a routine inspection, the infant room refrigerator was operating at an unsafe temperature and the thermometer was placed at the back of the unit. The operator had adjusted the temperature the previous week due to ice buildup. The refrigerator temperature was readjusted and was confirmed to be maintaining a safe operating temperature of 38°F. Additionally, the facility thermometer was inaccurate, so the operator was instructed to replace it to ensure reliable temperature monitoring.
- E. **University of Nevada Las Vegas (UNLV)/C Sun Preschool, 4505 S. Maryland Pkwy.:** During a routine inspection, the sanitizer was below the manufacturer's recommended range of 200–400 parts per million (ppm). The Person-in-Charge (PIC) immediately contacted the service provider, and a technician was scheduled to adjust the dispensing system. As an interim corrective measure, the operator was instructed to use disinfectant wipes and, after the required contact time, rinse all food-contact surfaces with clean water before use. Additionally, one refrigerator was operating at an unsafe temperature and could not be repaired during the inspection. All time/temperature control for safety (TCS) foods were removed from the unit, and arrangements were made to repair or replace the refrigerator. Documentation of the repair or replacement must be submitted to SNHD prior to resuming use of the refrigerator.

2. **Body Art:**

- A. **18B Tattoo - Body Piercing, 1511 S. Commerce St.:** During a routine inspection, staff observed six additional workstations in use beyond the two workstations approved during the Plan Review final inspection. The permit holder was notified that a remodel application must be submitted to Plan Review for evaluation and approval. The additional workstations cannot be utilized until the remodel application has been approved by SNHD. The permit holder has submitted a remodel application and approval is still pending.
- B. **Last Love Tattoo Parlour, 3555 S. Fort Apache Rd.:** During a routine inspection, staff observed multiple violations that resulted in a non-compliant inspection. The permit holder was operating with no available hot water in the restroom; spore tests for the past 30 days and biohazardous waste disposal records were unavailable; the sterilization log was not maintained; patron consent forms and aftercare instructions were missing required information; the permit holder did not have a current list of all artists employed; and the only artist present at the time of the inspection had an expired body art card. A reinspection is still pending.

VI. PLAN REVIEW PROGRAM

ENVIRONMENTAL HEALTH Plan Review Program - Fiscal Year Data

Food Pre-Permitting Services	July 2025	July 2026		FY 25-26	FY 26-27	
Total Pre-Permitting Services	882	591	↓	882	591	↓
New Project Submissions	219	170	↓	219	170	↓
Completed Projects	256	229	↓	256	229	↓
Total Service Requests Currently in Pre-Permitting	1,240	1,041	↓			

1. Enforcement Actions and Investigations:

- A. Rubio's Carniceria 2, 5815 W. Tropicana Ave.:** During a CPH inspection, staff observed the addition of an unapproved walk-in freezer and other changes to the equipment layout on the cookline. These changes require submitting a remodel application to Plan Review, permitting from Clark County Building and Fire Prevention, and inspection by the Health Authority for approval. The CPH was approved by SNHD, and the final remodel inspections are pending Clark County Building and Fire approval.
- B. Hello Kitty Café at Forum Shops, 3500 S. Las Vegas Blvd.:** A final health inspection resulted in failure due to insufficient hot water at the three-compartment sink and hand sinks. The minimum hot water temperature required for handwashing is 100°F and 110°F for ware washing at the three-compartment sink. The hot water heater is being repaired. A reinspection is still pending.
- C. Kosher Market and Deli, 2521 S. Fort Apache Rd.:** A final permitting inspection resulted in failure due to no hot water in the deli area, incorrect drainage from the meat display cooler, and seams spanning the floor at the exterior of walk-in coolers with no base coving installed. SNHD Regulations require adequate hot water at sinks in areas with open food handling, equipment drain lines must terminate to a floor drain, and all seams and gaps must be sealed for cleaning. A reinspection is still pending.
- D. Unified Container, 1300 N. Las Vegas Blvd.:** During a CPH inspection, staff observed hand sink trash cans with lids, an exterior opening that was not weather-tight, and a mop sink without an approved backflow prevention device. SNHD Regulations require hand sink trash cans to be uncovered to prevent recontamination of washed hands; backflow prevention devices must be properly installed where required; and all exterior openings must be sealed to be weather-tight. The lids were removed from the trash cans during the inspection, and the CPH was approved with stipulations.
- E. Royal Refresh, 8350 Briova Dr.:** Staff conducted an inspection and found the market operating without a valid health permit due to an unapproved CPH. SNHD requires all food establishment operators to apply for a CPH when taking over an existing food establishment because health permits are not transferrable. The new operator applied for a health permit and the CPH was approved.
- F. Poke House, 7175 W. Lake Mead Blvd.:** A final inspection failed for multiple violations including ongoing construction. A food shield was missing along the front service counter; planned equipment was not installed; the Building Department's approval could not be provided; and there was no PIC of food safety present. For

final permitting approval, all construction and equipment installation must be complete; the facility must have all Building Department approvals; and a knowledgeable PIC must be onsite with a valid food handler card to discuss planned operations, food safety, and sanitation practices. A reinspection is still pending.

- G. Jack's Special Lechon and Catering, 3480 S. Maryland Pkwy.:** During a pre-permitting walkthrough, staff observed multiple violations requiring correction prior to permit approval. The exterior doorframe and cove base were in disrepair, a reach-in refrigerator in the kitchen was non-operational, and insects were found in the walk-in refrigerator. SNHD Regulations require all cold-holding equipment to hold TCS foods at 41°F or below, and floors, coving, and walls to be smooth and easily cleanable. The PIC was instructed to eliminate the pests and provide a pest control service report to SNHD Plan Review staff, repair the wall, install new cove base near the exterior door, and repair or replace the reach-in refrigerator. A final permitting inspection is still pending.
- H. Korean Garden Restaurant, 4355 W. Spring Mountain Rd.:** A CPH inspection resulted in closure due to 27 demerits. SNHD Regulations stipulate that more than 15 demerits during a CPH inspection will result in closure. Violations included no hot water; hand sinks not stocked with soap; soiled wares stored in clean areas; and refrigeration equipment not holding TCS foods at safe temperatures. The walk-in cooler ambient temperature was 51°F and the TCS food inside was 43°F. The walk-in was repaired overnight, and all other violations were corrected so the CPH reinspection was approved the following day.

VII. AQUATIC HEALTH PROGRAM

ENVIRONMENTAL HEALTH Aquatic Health Operations Program - Fiscal Year Data

Aquatic Health Operations	July 2025	July 2026		FY 25-26	FY 26-27	
Total Operation Inspections	548	415	↓	548	415	↓
Complaint Investigations	89	39	↓	89	39	↓
Inactive Body of Water Surveys	3	0	↓	3	0	↓
Drowning/Near Drowning/Accident Investigations at Permitted Facilities	8	5	↓	8	5	↓
Total Program Services Completed	648	459	↓	648	459	↓

1. Aquatic Health Operations

- A. Encore Beach Club, 3121 S. Las Vegas Blvd.:** A survey conducted at the pool resulted in an IHH closure due to a biohazard created when a bather vomited in the pool. Vomit in the pool exposes bathers to pathogens that can make them sick. Following corrective action using Centers for Disease Control and Prevention (CDC) guidelines, a reinspection was conducted the same day, and the pool was approved to reopen.
- B. Rio Hotel and Casino, 3700 W. Flamingo Rd.:** A lifeguard survey conducted at the pools resulted in an IHH closure due to inadequate lifeguard coverage. Inadequate lifeguard coverage increases the drowning risk to bathers. Following corrections, a reinspection was conducted the next day, and the pools were approved to reopen.

- C. Aspire at Echelon Apartments, 8850 Echelon Point Dr.:** A routine inspection at the spa resulted in an IHH closure due to multiple violations. The spa had no chlorine, and one gate did not self-close or self-latch. Inadequate disinfection exposes bathers to pathogens that can make them sick, and an improperly functioning gate can pose a drowning risk by allowing unattended children access to the pool area. Following corrections, a reinspection was conducted the same day, and the spa was approved to reopen.
- D. Sandstone Recreation Center, 80 Timberbrook Cir.:** A routine inspection at the spa resulted in an IHH closure due to multiple violations. The spa had no chlorine and a broken drain cover. A broken drain cover poses an entrapment hazard and increases the risk of drowning. A reinspection is still pending.
- E. Fifteen Fifty Apartments, 1550 E. Harmon Ave.:** A routine inspection at the pool resulted in an IHH closure due to high cyanuric acid. High cyanuric acid reduces the effectiveness of chlorine. A reinspection is still pending.
- F. Cabrillo Terrace Homeowner's Association (HOA), 601 Cabrillo Cir.:** A routine inspection of a seasonally closed pool resulted in a compliance schedule for corrections before reopening. An electrical outlet adjacent to the pool was damaged and had wires exposed. Exposed wires are an electrocution risk to bathers. The qualified operator was instructed to confirm repairs before reopening the pool for bather use.
- G. Spanish Villas Apartments, 3175 Symphony Dr.:** A complaint alleging that a gate required a key to exit the pool enclosure was investigated and verified. This can impede bather egress in an emergency. The permit holder was given a compliance schedule.
- H. Evoq Apartments, 3550 Paradise Rd.:** A complaint alleging that the pool was not being serviced regularly was investigated and found to be invalid. The pool is serviced regularly by a qualified operator. The complaint was closed.
- I. Silverado Trails Apartments, 4000 W. Silverado Ranch Blvd.:** A routine inspection at the pool resulted in an IHH closure due to no chlorine. Following corrections, a reinspection was conducted the same day, and the pool was approved to reopen.

ENVIRONMENTAL HEALTH Aquatic Health Plan Review Program - Fiscal Year Data

Aquatic Health Plan Review	July 2025	July 2026		FY 25-26	FY 26-27	
Total Pre-Permitting Services	646	264	↓	646	264	↓
New Project Submissions	113	128	↑	113	128	↑
Completed Projects	135	150	↑	135	150	↑
Total Projects Currently in Plan Review	493	346	↓			

2. Aquatic Health Plan Review:

- A. Hard Rock Resort and Casino, 3400 S. Las Vegas Blvd.:** Plumbing inspections were conducted for 13 new stainless-steel spas at the contractor's manufacturing facility in Henderson. The spas will be transported in sections to the Guitar Podium Aquatic Facility and craned into position. Once the spas are installed, access or visibility to piping is extremely limited; therefore, the inspection was conducted prior

to the structural installation. A follow-up excavation and plumbing inspection will be scheduled once the contractor is ready.

- B. EOS Fitness Green Valley, 2271 N. Green Valley Pkwy.:** At a plumbing inspection, staff found an additional fill-line pipe running into the aquatic venue, within the equipment room, that did not have a backflow device. The lack of a backflow device allows for the potential of back-siphonage of aquatic venue water into the city's potable water supply that could cause it to become compromised. The plumbing inspection was approved with the backflow device to be confirmed at the pre-plaster inspection.
- C. Siegel Suites, 455 E. Twain Ave.:** A suction outlet fitting assembly (SOFA) remodel for a pool was not approved because the system flow was greater than the maximum allowable flow of the SOFA which would create an entrapment hazard. A revised application was submitted and approved.
- D. Bay Shore Inn, 1955 W. Casino Dr.:** A final inspection for a filtration pump installation was not approved due to the calculated flow exceeding the maximum certified flow rate of the existing SOFA. The aquatic venue remains closed until a revised application is received that includes an appropriate SOFA.
- E. New York New York Hotel and Casino, 3790 S. Las Vegas Blvd.:** A remodel inspection was conducted at the main spa, which had an unapproved SOFA. The contractor submitted an after-the-fact remodel application to include the installed equipment. A reinspection is still pending.

VIII. TRAINING OFFICE

- 1. Staff provided onsite intervention training to: Viva El Taco, 9845 S. Maryland Pkwy.; Island Pacific, 317 N. Nellis Blvd.; K Sam Bap, 3909 W. Sahara Ave.; Taco Bueno Catering Food Truck, 439 Rock Quarry Way; Purple Potato, 6370 W. Flamingo Rd.; Sushi Twister, 5566 Boulder Hwy.; and Seafood Soundz and Bar, 4300 Spring Mountain Rd.
- 2. Staff maintained biweekly Accela Office Hours to deliver in-person training and support to industry partners throughout the month.
- 3. Training Office staff coordinated and conducted industry requested onsite training for the following facilities: Mucho Loco Mexican Cantina and Café Asian at the South Point.
- 4. Training Office staff welcomed five new hires on July 20.

IX. REGULATORY SUPPORT

- 1. Staff participated in or performed the following activities and participated in the following external meetings: National Environmental Health Association (NEHA) 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; CFP Board meeting; NEHA Food Safety Committee meetings; meeting of noncompliance with Specialized Foods Office staff; Mastering Time and Project Execution leadership training; Association of Food and Drug Officials (AFDO) Healthy People 2030 Noro Communications meeting; NEHA Annual Education Conference (AEC) Moderator Orientation; Airport Signatory IDMS Training; AFDO Sushi Hazard and Critical Control Point (HACCP) Plan Regulatory Review meetings; Retail Flexible Funding Model Mentorship meetings; attended NEHA Grand Rounds Seminar-Mobile Food Operations-Mobile Food; Risk Factor Study planning meeting and staff training; and assisted with ongoing full implementation of Accela, including development of user guides.
- 2. Regulatory Support Office staff welcomed new Senior Environmental Health Specialist, Jordan Wells, to the team on July 7.
- 3. Label Review staff began work on the updated plan for the label review program process

- and succession planning.
4. 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 HACCP plans.
 5. Special Processes staff received six new submissions and released eight special process files affecting two facilities. There are currently 20 files in review.
 6. Label Review staff received three new submissions and released three label files consisting of 47 labels. There are currently 32 active files in review.
 7. Cottage Food Operations staff completed 38 new registrations, one updated registration, and 112 new inquiries, frequently with multiple follow-up inquiries per individual.

Chart data provisional due to implementation of new software system.

CDS/hh

Memorandum



Date: August 27, 2026

To: Southern Nevada District Board of Health

From: Lourdes Yapjoco, MSN-PH, RN, CCM, Director of Public Health & Preventive Care ~~SP~~ on behalf of ~~LY~~
Cassius Lockett, PhD, District Health Officer *CL*

RE: PUBLIC HEALTH & PREVENTIVE CARE BOARD OF HEALTH REPORT – July 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. **Workplace/Community Vaccination and Screening Program:** The Immunization Clinic began implementing the Workplace/Community Vaccination and Screening Program on July 7, 2026. The program provides low-cost occupational and community screening services, including QuantiFERON-TB Gold (QFT) and Tuberculin Skin Testing (TST), to support employers, employees, and community members in meeting tuberculosis screening requirements. TST and QFT testing has now commenced at the Main Public Health Center, with a total of **35 TSTs and 11 QFT tests completed to date**. The Mesquite Public Health Center continues to provide TST services and has seen an increase in demand, with **22 TSTs completed**.
2. During the reporting period, a total of 2,840 clients were seen across the Southern Nevada Health District's four public health centers. In total, 5,870 vaccines were administered to individuals in the Southern Nevada community.
3. The four public health centers (PHC) continue to accommodate same-day appointments. A total of 800 same-day appointments were provided across the PHCs during this reporting period.
4. **COVID-19 vaccine administration continued to trend downward** during the reporting period, consistent with decreased demand following the peak respiratory virus season. The Health District continues to maintain COVID-19 vaccine availability and provide education regarding the benefits of vaccination, particularly for populations at increased risk for severe illness. **Influenza vaccination activities are expected to resume in late August or early September** in preparation for the upcoming influenza season.

B. Immunization Outreach Activities

1. Immunization outreach clinics in July 2026 - 15 clinics, 483 vaccines were administered to 258 clients. The clinics were held at CCSD Family Support Center, CCSD schools, Back to School Outreaches at Family Promise, Skyview, and La Quinta Inn.
2. Hepatitis B coordinators conducted an educational training on Perinatal Hepatitis B Program at Spring Valley Hospital on July 20, 2026.

II. Community Health Nursing

A. Maternal Child Health

The Maternal Child Health (MCH) Nurse for Lead and Newborn screen received no referrals for elevated blood lead levels and newborn screen referrals for the month of July. There are five (5) active clients enrolled in lead case management services. The MCH nurse continues to help support the Healthy Start Program by completing Nurse Home visits with Healthy Start clients.

B. Nurse Family Partnership (NFP)

The Southern Nevada Health District Nurse-Family Partnership (NFP) has 137 active participants. Seventy (70) are participating in the Maternal Infant and early Childhood Home Visiting (MIECHV) Program. Seventeen (17) are participating through the Temporary Assistance for Needy Families (TANF) funding. Both are grants offered through the Nevada Division of Public and Behavioral Health. The nurse home visitors continue to enroll eligible first-time pregnant mothers under 29-week gestation and increasing Nurse Family Partnership community awareness and program referrals from the community. SNHD's NFP program was approved to be an NFPx site. Becoming an NFPx site means that the team can enroll late registrants and multiparous mothers

C. 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 82 families served in July 2026. In-person program outreach was conducted at Signs of Hope, First Choice Pregnancy Services, The Grace Center Food Pantry, WHASN Northwest, UNLV, Las Vegas REACH, Community Outreach Medical Center, The Just One Project, Catholic Charities of Southern Nevada, Clark County Government Center, Clark County Social Services CARE Program, Nevada Partners, Hollywood Recreation Center, Desert Breeze Community Center, Robert E. Price Recreation Center, West Las Vegas Library, East Las Vegas Community Center, Al Maun Neighborly Needs, Doolittle Community Center, Planned Parenthood, YMCA, Nevada Health Centers WIC (3 locations: Bonanza, MLK, and Cambridge), CCSD Family Support Center, East Valley Family Services, Dolores Huerta Resource Center, Stupak Community Center, Winchester Cultural Center, Cambridge Recreation Center, The OB-GYN Center, WHASN Green Valley, UMC Women's Health Center, First Person Care Clinic, Women's Center of Nevada, Sunrise Hospital and Medical Center- Maternity floor, UMC Hospital- Women's services and maternity care, Southern Hill Hospital- Women's Services, Mountain View Hospital- Women's services and maternity care, Maternal-Fetal Medicine Associates of Southern Nevada, High-Risk Pregnancy Center, Desert Perinatal Associates, UNLV Maternal-Fetal Medicine, and Options for Women Nevada. Program outreach was also conducted at various DWSS locations. All our community health workers are enrolling families into the program.

D. Embracing Fatherhood

Embracing Fatherhood (EF) home visiting program continues to support father's and father figures with children 0-3 in the greater Las Vegas area. In the month of July, the program received two (2) referrals and enrolled 2 clients. Currently, there a total of seven (7) active families enrolled in Embracing Fatherhood program.

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 259 screening encounters for the month of May. 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 40 active clients and

provided 2 community trainings.

- 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 2 clients navigated for neurosyphilis, and 2 HATS visits completed.
- D. The SHOPP **Rapid PREVENT** program enrolled a total of 48 clients as part of HRSA demonstration grant whose enrolling period ended on 5/31/26. Although this program has completed the enrollment portion for the HRSA demonstration grant, the whole-person approach continues to be the foundation of the program as the team continues assess for and provide resources and linkages for client identified needs. CHW's for this initiative work collaboratively with Express Testing to assess and provide linkage to care services and community resources.
- 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 has 39 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 Nurse conduct primary care visits with the added support of CHWs who focus on engagement and linkage to identified community resources, including housing, insurance, and psychosocial services.
- B. Street Medicine team engaged 196 clients by providing resources including education and items related to heat mitigation. SM completed **30** primary care visits in **July**.
- C. Community Engagement & Collaboration
The Street Medicine team in collaboration with **Help of Southern Nevada, City of Henderson/ Salvation Army, Whitney Library/ Clean the World Showers, Clark County CARE Outreach, Friends Helping Friends at St. Timothy's, and Goodness Gracious Outreach at Sunset Park** provided primary care to clients at multiple outreach events for the unhoused.
- D. Approach & Intent
This primary care initiative embraces a harm-reduction and trauma-informed care model-focused on building trust through consistent outreach, nonjudgemental engagement, and accountability in meeting patients where they are. Community partnerships will play an instrumental role in both piloting and scaling the program effectively. This month the Street Medicine Team had a media feature with The Review Journal to speak about the summer heat. Furthermore, the Street Medicine Team presented the program to Environmental Health's Solid Waste department and Disease Surveillance & Control's ACDC department.

V. Tuberculosis (TB) Clinic

TB clinic has four (4) new adult TB active cases and zero (0) pediatric cases for the month of July 2026.

VI. Employee Health Nursing – July 2026

- A. Employee New Hire and Annual Tuberculosis (TB) testing continues, and annual catchup TB testing is ongoing. Thirteen (13) Tuberculosis tests were completed.
- B. Employee New Hire and Annual FIT Testing Medical Evaluations continue. Nineteen (19) medical clearances were completed.
- C. Vaccine Administration
 - 1. Employees Total: Three (3)
 - 2. Total vaccines given: Three (3)
 - a) Three (3) Other Vaccines
- D. New Hire/Onboarding: Nine (9) new hires were onboarded.
- E. Employee Health Nurse Accomplishments:
 - 1. Provided heat mitigation training to community partners.
 - 2. Completed fifteen (15) Workforce members TB/Immunizations credentialing.
- F. Policies and procedures continue to be reviewed and updated.

VII. Nursing Education

Four (4) nurses were awarded with one (1) CEU, and ten (10) attendance certificates were given out for one course in July.

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	1,601	658	313	88	80		0	10	248		2,998
Immunization Records Issued and Transcription	436	144	50	14	0						644
QFT/TST Test	46	0	0	22	0						68
SHOPP Express Testing (ET)	194		5	2	30	12	12	0			255
TB Treatment & Control	1,366										1,366
CHN Home Visits ^	324										324
TOTAL	3,967	802	368	126	110	12	12	10	248	0	5,655

^ Data reporting began 7/1/2025

Client Encounters by Program						
Program	July 2025	July 2026		FY 25-26	FY 26-27	
Immunization Clinics and Outreach**	3,608	2,998	↓	3,608	2,998	↓
Immunization Records Issued and Transcription	634	644	↑	621	644	↑
SHOPP Express Testing	257	255	↓	257	255	↓
TB Treatment & Control	1,784	1,366	↓	20,399	17,021	↓
CHN Home Visits ^	351	324	↓	351	324	↓
TOTAL	6,634	5,587	↓	25,236	21,242	↓

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	3,652	1380	527	164	147		0	37	446		6,353
*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	July 2025	July 2026		FY 25-26	FY 26-27	
Total Immunizations Administered	7,999	6,353	↓	7,999	6,353	↓

Immunization Clinic and Outreach Programs

Immunizations	July 2025	July 2026		FY 25-26	FY 26-27	
Flu Vaccine Given	0	0	→	0	0	→
COVID Vaccine Given	32	16	↓	32	16	↓
TB Skin Test	6	57	↑	6		↓
QFT Test *		11	↑		11	↑
Newborn Screening	0	0	→	0	0	→
Immunization Record Review and Release Only*	602	620	↑	602	620	↑
Transcription of Immunization Records Only*	31	24	↓	31	24	↓
Same Day Appts *	883	800	↓	883	800	↓
Referred to Civil Surgeon for Medical Assessment*	3	0	↓	3	0	↓
Vaccine Counseled **	94	92	↓	94	92	↓

*Started data collection 07/01/2026

**Counseled related to travel or routine vaccinations; no vaccine provided at appointment.

Vaccines for Children (VFC)	July 2025	July 2026		FY 25-26	FY 26-27	
Number of VFC Compliance Visits	1	0	↓	1	0	↓
Number of IQIP Visits	0	0	→	0	0	→
Number of Follow Up Contacts	12	40	↑	12	40	↑
Number of Annual Provider Training	1	0	↓	1	0	↓
Number of State Requested Visits	7	33	↑	7	33	↑

Perinatal Hepatitis B	July 2025	July 2026		FY 25-26	FY 26-27	
# of Newly Identified Pregnant Women^		1	↑		1	↑
# of Infants Delivered - Established		2	↑		2	↑
# of Infants Not Previously Identified		0	→		0	→
# of Closed Infant Cases- Goals Met		5	↑		5	↑

^Data reporting started 07/01/2026

Childcare Program	July 2025	July 2026		FY 25-26	FY 26-27	
Childcare Audits	2	4	↑	2	4	↑
Baseline Immunization Rate	83%	89%	↑	83%	89%	↑
# of Final Audits	2	4	↑	2	4	↑
Final Immunization Rate	91%	100%	↑	91%	100%	↑
# of Records Reviewed	105	163	↑	105	163	↑

Community Health Program

	July 2025	July 2026		FY 25-26	FY 26-27	
Nursing Field Services						
MCH Team Home Visit Encounters	23	10	↓	23	10	↓
NFP (Team 1)						
Referrals	11	10	↓	11	10	↓
Enrolled	6	6	→	6	6	→
Active	143	120	↓			
NFP (Expansion Team)**						
Referrals	0	9	↑	0	9	↑
Enrolled	0	4	↑	0	4	↑
Active	0	17	↑			
Staff recruitment in process 2026						
MCH						
# of Referrals Received	12	0	↓	12	0	↓
# from CPS	7	0	↓	7	0	↓
# of Lead Referrals	4	0	↓	4	0	↓
# of Total Admissions	8	0	↓	8	0	↓
Thrive by 0 - 3						
Referrals	47	38	↓	47	38	↓
One-Time Home Visits	7	10	↑	7	10	↑
Enrolled	4	2	↓	4	2	↓
Active	17	7	↓			
Healthy Start						
Referrals	28	30	↑	28	30	↑
Enrolled	7	8	↑	7	8	↑
Active	81	82	↑			
Embracing Fatherhood						
Referrals	2	2	→	2	2	→
Enrolled	0	2	↑	0	2	↑
Active	10	7	↓			

Tuberculosis Program						
Tuberculosis	July 2025	July 2026		FY 25-26	FY 26-27	
Number of Case Manager Encounters ^	115	202	↑	115	1,638	↑
Number of Unduplicated Clients Seen by a Provider ^	73	36	↓	73	567	↑
Number of Clients encounters by TB Clinic Nurse ^ (duplicated patients)	457	304	↓	457	4,876	↑
Number of Monthly Electronic Disease Notifications Clinic Clients (Class B)	113	63	↓	113	1033	↑
New Active Clients ^	4	4	→	4	72	↑
Number of Clients Receiving LTBI Treatment ^	235	181	↓	235	3,345	↑
Outreach Activities during the Month - Presentations, Physician Visits, Correctional Visits, etc.	7	8	↑	7	90	↑
Directly Observed Therapy (DOT) Field, clinic and televideo encounters	1,655	1,164	↓	1,172	2,657	↑

Sexual Health Outreach and Prevention Program (SHOPP)

	July 2025	July 2026		FY 25-26	FY 26-27	
SHOPP - Express Testing (Asymptomatic Patients)						
# of Screening encounters	257	259	↑	257	259	↑
# of Clients Screened	257	255	↓	257	255	↓
# of Clients with positive STI identified	23	23	→	23	23	→
STI Positivity Rate %*	9%	9%	→	9%	9%	→
SHOPP All CHW Resources/ Linkages	July 2025	July 2026		FY 25-26	FY 26-27	
# of clients referred to Resources	32	16	↓	32	16	↓
# of clients linked to care	32	16	↓	32	16	↓
SHOPP- Congenital Syphilis Case Management Program (CSCMP)	July 2025	July 2026		FY 25-26	FY 26-27	
# of Referrals (pregnant, post-partum, infants)	10	9	↓	10	9	↓
# of Clients enrolled in CM	6	8	↑	6	8	↑
# of Active pregnant/ postpartum clients (current caseload)	46	29	↓			
# of Infants being followed	15	11	↓			
# of Provider/ Community trainings	1	2	↑	1	2	↑
SHOPP -Services for Unhoused Patients with Resources and Engagement in core (SURE)	July 2025	July 2026		FY 25-26	FY 26-27	
	6	12	↑	6	12	↑
SHOPP- Complex STI Navigation	July 2025	July 2026		FY 25-26	FY 26-27	
# of Clients referred	5	2	↓	5	2	↓
# of Clients navigated	3	2	↓	3	2	↓
# of Home administered treatment of STI (HATS)*	0	2	↑	0	2	↑
Non- cumulative						

*completed by CSCMP

