



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** February 23, 2017

RE: *Approve Construction Contract with SHF International, LLC*

PETITION #05-17

That the Southern Nevada District Board of Health approve a construction contract between SHF International, LLC and the Southern Nevada Health District for tenant improvements to renovate space for the Southern Nevada Health District Clinical Laboratory

PETITIONERS:

Sean Beckham, Facilities Services Superintendent *SB*
Andrew J. Glass, FACHE, MS, Director of Administration
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer *JPI*

DISCUSSION:

The solicitation for tenant improvements to renovate space for the Southern Nevada Health District Clinical Laboratory was released October 31, 2016, with bids to be publicly opened December 5, 2016. The tenant improvements include renovating approximately 3,000 square feet into offices, a conference room and a laboratory. Construction is to be completed within 120 days of the commencement of work on March 1, 2017. SHF International, LLC was the lowest responsible bidder.

FUNDING:

Contract will be awarded to SHF International for a fixed price of \$334,299.

DRAFT AIA Document A105™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the ____ day of February in the year 2017 .

BETWEEN Owner:

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

and Contractor:

SHF International, LLC
1641 E. Sunset Road, Suite B116
Las Vegas, Nevada 89119

for the following Project:

SNHD 700 Desert Lane Clinical Lab Remodel
700 Desert Lane
Las Vegas, Nevada 89106

The Architect:

PGAL, LLC
3379 W. Oquendo Road
Las Vegas, Nevada 89118

The Owner Representative:

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

ADDITIONS AND DELETIONS:

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

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

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on Owner's residence, Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Owner and Contractor (individually referred to as "Party," and collectively, as "Parties") agree as follows:

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User Notes:

(878013254)

SNHD-6-CON-17-034

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

- .1 this Agreement signed by the Owner and Contractor;
- .2 Southern Nevada Health District Request for Proposals SNHD-6-RFP-17-002 dated October 31, 2016; Addendum A01 issued November 10, 2016; Addendum A02 issued November 17, 2016; Addendum A03 issued November 28, 2016; Addendum A04 issued November 28, 2016; and
- .3 the drawings and specifications prepared by the Architect, dated 11/08/2016, and enumerated as follows:

Drawings:

Number	Title	Date
1003242.00	Clinical Lab Remodel	11/08/2016

- .4 written orders for changes in the Work issued after execution of this Agreement; and
- .5 other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Agreement, and are as fully a part of the Agreement as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreements, either written or oral. A Modification is (1) a written amendment to the Agreement 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 Owner Representative.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§2.1 The number of calendar days available to Contractor to substantially complete the Work is the Contract Time.

§2.2 Contractor shall substantially complete the Work no later than one hundred and twenty (120) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.

§2.3 The date of commencement of the Work shall be March 1, 2017.

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is: \$ 334,299.00

§ 3.2 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 PROGRESS PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by Owner Representative, Owner shall pay Contractor, in accordance with Article 12, as follows:

§ 4.1.1 Based upon Applications for Payment submitted to the Owner Representative by the Contractor and Certificates for Payment issued by the Owner Representative, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by Owner Representative not later than the twenty-fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received after the application date fixed above, payment shall be made by Owner not later than thirty (30) days after Owner Representative receives the Application for Payment.

§ 4.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner Representative may require. This schedule, unless objected to by Owner Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 4.1.5 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.

§ 4.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5%). Pending final determination of cost to Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 12.6;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Owner Representative has withheld or nullified a Certificate for Payment as provided in Section 12.3.

§ 4.1.7 The progress payment amount determined in accordance with Section 4.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner Representative shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- .2 If after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of Contractor or by issuance of Change Orders affecting final completion, and Owner Representative so confirms, Owner shall, upon application by Contractor and certification by Owner Representative, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Owner Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

After fifty percent (50%) of the work required by the contract has been performed, Owner may pay to Contractor any of the remaining progress payments without withholding additional retainage; and any amount of any retainage that was withheld from progress payments if, in the opinion of Owner, satisfactory progress is being made in the work.

§ 4.1.9 Except with the Owner's prior approval, Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

ARTICLE 5 INSURANCE

§ 5.1 Contractor shall provide Contractor's general liability and other insurance as follows:

Type of Insurance or Bond	Limit of Liability or Bond Amount
Commercial General Liability	Each Occurrence: \$1,000,000 Damage to Rented Premises: \$50,000 Med. Ex.: \$5,000 Personal & Adv. Injury: \$1,000,000 General Aggregate: \$2,000,000 Products: \$1,000,000
Workers Compensation & Employers Liability	E.L. Each Accident: \$1,000,000 E.L. Disease/ Employee: \$1,000,000 E.L. Disease/ Policy Limit: \$1,000,000
Bond	Old Republic Surety Company: 3% or per Bid

§ 5.2 Owner shall provide property insurance to cover the value of Owner's property, including any Work provided under this Agreement. Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by Owner's property insurance.

§ 5.3 Contractor shall obtain an endorsement to its general liability insurance policy to cover Contractor's obligations under Section 8.12.

§ 5.4 Each Party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by Owner's property insurance policy, Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

This Agreement represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by Contractor to fulfill Contractor's obligations.

§ 6.3 INTENT

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

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. Architect shall retain all common law, statutory and other reserved rights, including the copyright. Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may be used by Owner for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by Contractor, Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of Contractor under the Contract Documents, Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If Contractor fails to correct Work which is not in accordance with the Contract Documents, Owner may direct Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 Owner reserves the right to perform construction or operations related to the Project with Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 Contractor shall coordinate and cooperate with Owner's own forces and separate contractors employed by Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the Party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 8.1.2 Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. Before commencing activities, Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to Owner Representative.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

Contractor, promptly after being awarded the Agreement, shall prepare and submit for Owner's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. 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.

§ 8.3.2 Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to Owner through the Owner Representative the names of subcontractors or suppliers for each portion of the Work. Contractor shall not contract with any subcontractor or supplier to whom Owner has made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

§ 8.5 WARRANTY

Contractor warrants to Owner that: (1) materials and equipment furnished under the Agreement will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Agreement is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, Contractor shall assume full responsibility for such Work and shall bear the attributable costs. Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 SUBMITTALS

Contractor shall promptly review, approve in writing and submit to Owner Representative, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and Owner.

§ 8.10 CUTTING AND PATCHING

Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, Owner'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, 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), but only to the extent caused by the negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a Party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 Upon request by Owner Representative, the Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.2 Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 9.3 Upon request of Owner Representative, Architect will visit the site to become generally familiar with the progress and quality of the Work.

§ 9.4 Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibility. The Architect will not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.5 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.6 Upon written request of Owner Representative, Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.6.1 Architect will make interpretations and decisions consistent with the intent of and reasonably inferable from the Contract Documents and in writing or in the form of drawings. When making such interpretations and decisions, 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.

§ 9.7 Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 Owner, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If Owner and Contractor cannot agree to a change in the Contract Sum, Owner shall pay Contractor its actual cost plus reasonable profit.

§ 10.2 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Agreement.

§ 11.2 If Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, Contractor shall submit to the Owner's Representative an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating Contractor's right to payment as Owner may reasonably require. 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 Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

12.2.2 Based on the Owner Architect's observations and evaluations of Contractor's Applications for Payment, Owner Representative will advise Owner of any exceptions notes. Owner Representative has authority to reject Work that does not conform to the Contract Documents.

§ 12.2.3 Contractor warrants that title to all Work covered by an Application for Payment will pass to Owner no later than the time of payment. 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 Owner shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to Owner's interests.

§12.3 CERTIFICATES FOR PAYMENT

Owner Representative will, within seven days after receipt of Contractor's Application for Payment, either issue a Certificate for Payment to Contractor, for such amount as the Owner Representative determines is properly due, or notify Contractor in writing of Owner Representative's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After Owner Representative has issued a Certificate for Payment, Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither Owner nor the Owner Representative shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 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 Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, Owner Representative will make an inspection

to determine whether the Work is substantially complete. When the Owner Representative determines that the Work is substantially complete Owner Representative shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of Owner and Contractor, and shall fix the time within which 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.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, Owner Representative will inspect the Work. When Owner Representative finds the Work acceptable and the Agreement fully performed, Owner Representative will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until Contractor submits to Owner Representative releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Agreement.

§ 12.6.3 Acceptance of final payment by Contractor, a subcontractor or material 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.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Agreement. Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, or by anyone for whose acts Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 Contractor shall promptly correct Work rejected by Owner Representative as failing to conform to the requirements of the Contract Documents. Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to Contractor's other obligations including warranties under the Agreement, Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If Contractor fails to correct nonconforming Work within a reasonable time, Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither Party to the Agreement shall assign the Agreement as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner Representative requires additional testing, Contractor shall perform those tests.

§ 15.2.3 Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Agreement is executed.

§ 15.3 GOVERNING LAW

The Contract and the rights and obligations of the Parties shall be governed by, and construed according to the laws of the State of Nevada, notwithstanding conflict of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Contract.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If Owner Representative fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of Contractor, or if Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, Contractor may, upon seven additional days' written notice to Owner, terminate the Agreement and recover from Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 Owner may terminate the Agreement if Contractor ceases Work or fails to adhere to the Contract Time for a continuous and uncorrected period of thirty (30) days; fails to perform any aspect of the Work in accordance with the Contract Documents, repeatedly refuses or fails to supply enough properly skilled workers or proper materials; fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; performs the Work in a manner that is continuously rejected, without Contractor correction; files bankruptcy, assigns assets for the benefit of creditors, becomes insolvent, or is unable or fails to pay its obligations as they mature; or is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, Owner may without prejudice to any other rights or remedies of Owner and after giving Contractor and Contractor's surety, if any, seven days' written notice, terminate employment of Contractor and may take possession of the site and of all materials thereon owned by Contractor, and finish the Work by whatever reasonable method Owner may deem expedient.

§ 16.2.3 When Owner terminates the Agreement for one of the reasons stated in Section 16.2.1, Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. This obligation for payment shall survive termination of the Agreement.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

Owner may, at any time, terminate the Agreement for Owner's convenience. Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

§17.1 Appropriation of Funds: The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Owner, this Agreement shall terminate, without penalty or expense to the Owner of any kind whatsoever, upon written notice being given by the Owner to the Contractor. Upon receipt of such notice, the Contractor shall take immediate action to mitigate any damage or additional expense.

§17.2 Conflict of Interest: By submitting a Proposal, Proposer certifies it has had no contact with an employee or Board member of the Owner in any manner which would give Contractor 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.

§17.3 Public Records: Pursuant to NRS 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.

§17.4 Authority: Owner and Contractor 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.

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

§17.6 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 Contractor shall not be subject to punitive damage. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

§17.7 Non-Discrimination: During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, veteran status, age (over 40), gender, or gender identity. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

§17.7.1 Contractor shall include the nondiscrimination and compliance provisions of Section 17.7 in all subcontracts to perform Work under the Agreement.

§17.8 Relationship of the Parties: The Parties agree that the contractual relationship of Contractor 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 Contractor other than the contractual relationship as specified in this Agreement.

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

Southern Nevada Health District

SHF International

By: _____
OWNER
Andrew J. Glass, FACHE, MS
Director of Administration

CONTRACTOR

Printed Name and Title

LICENSE NO

JURISDICTION