

COMMUNITY DEVELOPMENT BLOCK GRANT DEFERRED LOAN AGREEMENT

THIS AGREEMENT is made this ¹¹16 day of February, 2011, by and between the City of Las Vegas, a municipal corporation within of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101 (the "City"), and **Clyde Hambrick** (the "Owner").

WITNESSETH:

WHEREAS, the City is the recipient of federal funds from the United States Department of Housing and Urban Development ("HUD") under its Community Development Block Grant (CDBG) Program, which funds can be used for the purposes set forth in this Agreement; and

WHEREAS, the City, through its Neighborhood Development Division of the Neighborhood Services Department, instituted a certain Residential Rehabilitation Program (the "Rehab Program" or "Program"), which is funded by the Community Development Block Grant (CDBG) funds received from HUD; and

WHEREAS, the Rehab Program enables an owner of real property located in the City, who has an annual income at or below 80% of area median (See Exhibit "A" of this Agreement) to obtain a deferred loan from the City to assist the owner in making various repairs to his or her personal residence; and

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as **3026 Turquoise Road, Las Vegas NV 89106** which is legally described in Exhibit "B" attached hereto and incorporated herein as a part of this Agreement (the "Property"); and

WHEREAS, the Owner has an annual income at or below 80% of area median income and desires to have certain Rehabilitation Work (described in Section 2 below) performed on the Owner's home; and

WHEREAS, the City has approved the Owner for a deferred rehabilitation loan in the amount set forth below for the purpose of rehabilitating the Property according to the Scope of Services set forth below.

NOW, THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the parties do hereby agree as follows:

1. Loan Commitment. The City agrees to provide a deferred loan to the Owner in the amount of **Sixty Thousand Four Hundred Fifty-nine And 00/100 Dollars (\$60,459.00)** (the "CDBG Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work to be completed on the Owner's home, plus administrative fees incurred by the City. If, upon completion of the Rehabilitation Work, the amount actually expended in completing the Rehabilitation Work exceeds the amount of the CDBG Loan set forth in Section 1, the Owner shall be responsible for the additional amount, unless the City agrees to increase the

amount of the CDBG Loan. If the City approves the increase, the original amount of the CDBG Loan together with any increase will become the new amount of the CDBG Loan secured by the Deed of Trust executed pursuant to Section 6 of this Agreement. If requested by the City, the Owner agrees to execute an amendment to this Agreement and, if necessary, an amendment to the Deed of Trust to reflect any increase in the amount of the CDBG Loan. The Director of the Department of Neighborhood Services is authorized to approve an increase provided the increase does not exceed twenty-five percent (25%) of the original amount of the CDBG Loan.

At such time as the Owner has performed or complied with the requirements of this Agreement for the Period of Compliance, the CDBG Loan will convert to a grant, releasing the Owner from any further liability for repayment thereof, and the City will remove its Deed of Trust encumbering the Property as provided in Section 6 of this Agreement.

2. Rehabilitation Work. The CDBG Loan is to be used to pay for the Rehabilitation Work set forth in the Scope of Work, Exhibit "C" attached hereto and incorporated herein as a part of this Agreement. The City will be responsible for obtaining bids, awarding the contract, overseeing the construction and making payments for the completed work by the contractor. The City agrees to use its best efforts to resolve any concerns the Owner may have regarding the Rehabilitation Work.

If, at anytime during performance of the Rehabilitation Work by the City's contractor, the Owner permits a third party or parties onto the Property to perform any portion of the Rehabilitation Work without prior written approval by the City, the City may declare the Owner to be in immediate breach of this Agreement without allowing for the 15 day remedial period as required pursuant to Section 5. The City shall be entitled to immediately cease any further performance of the Rehabilitation Work by the City's contractor, and to immediately terminate this Agreement without any further obligation on the part of the City. In the event of such termination, the Owner agrees to repay that portion of the CDBG Loan disbursed as of the date of termination and used for the Rehabilitation Work, and the failure of the Owner to make such repayment shall entitle the City to declare the balance of the Promissory Note, and any accrued interest, to be immediately due and payable by the Owner and, if necessary, to proceed to foreclosure on the Deed of Trust given as security for the Promissory Note pursuant to Section 6 of this Agreement.

3. Owner Responsibilities. In consideration for the approval of the CDBG Loan, the Owner agrees to be responsible for the following:

- a. To provide the Neighborhood Development Division with verification of Owner's annual household income prior to execution of this Agreement.
- b. To provide the Neighborhood Development Division with verification of Owner's ownership and occupancy of the Property.
- c. To comply with the following restrictions for the Period of Compliance:
 - (i) The Property must be used as the Owner's principal home;
 - (ii) No temporary subleases of the Property are permitted;

- (iii) The Owner's interest and ownership must not be sold, conveyed, transferred or any other change in the ownership of the Property; and
- (iv) The Owner will make every effort not to lose possession of the Property pursuant to foreclosure or any other proceeding. However, in the event of foreclosure against the Property on any prior lien or encumbrance, the CDBG Loan will automatically convert to a grant and all restrictions contained in this Article 6 and the Deed of Trust will terminate.

4. Term of Agreement. This Agreement shall commence with the execution of this Agreement by the City (which date shall be inserted in the first paragraph above) and continue in force and effect until expiration of the Period of Compliance unless terminated earlier pursuant to Section 5 below. For purposes of this Agreement, the "Period of Compliance" commences on the date that the last disbursement of the CDBG Loan is paid to the contractor for the Rehabilitation Work and continues for a period of five (5) years thereafter.

5. Breach of Agreement. If the Owner fails to perform or comply with any of the provisions of this Agreement, including the restrictions set forth in Section 3(c) above during the Period of Compliance, the City may declare the Owner to be in immediate default of this Agreement, and the CDBG Loan in the full amount provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay the indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the rehabilitated Property.

If the Owner fails to perform or comply with any of the other provisions of this Agreement, and such failure is not remedied after the City has provided the Owner with fifteen (15) days written notice pursuant to Section 11a, the City may declare the Owner in default of this Agreement, and the full amount of the CDBG Loan provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay such indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the Property.

6. Deed of Trust. The Owner agrees to execute the Deed of Trust, substantially in the form of Exhibit "D" attached hereto and incorporated herein as a part of this Agreement, in favor of the City, as Beneficiary, as security for the repayment of the CDBG Loan in the original amount set forth in Section 1, plus any future advances of CDBG funds to the Owner, if the Owner fails to comply with the terms of this Agreement. If the Owner performs or complies with the terms of this Agreement, including the restrictions set forth in Section 3(c) for the Period of Compliance, the City agrees to remove the Deed of Trust which encumbers the Property by executing and recording a Deed of Reconveyance, or causing the same to occur, which conveys the City's interest in the Property to the Owner.

7. Subordination. The City will not subordinate its Deed of Trust as required from the Owner pursuant to Section 6 of this Agreement to any future liens or encumbrances against the Property except (i) to refinance an existing mortgage to a lower interest rate which reduces the monthly payment a minimum of fifty dollars (\$50.00) per month, or (ii) to refinance the Property to allow a family member, who is income eligible and would qualify for a CDBG loan, to acquire the Property due to the death of the Owner.

Home equity loans will only be allowed only if the lender is willing to take a subordinate lien position to the CDBG Loan from the City. Bill consolidation loans, higher interest mortgages, reverse mortgages or loans that result in the Owner receiving cash as a result of any increased in market value of the Property will not be approved for subordination by the City. The City will approve only one request for subordination during the Period of Compliance.

8. Insurance. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of the HOME Program Loan provided to the Owner. With respect to such insurance, the Owner further agrees to:

- a. Name the City as an additional insured party on the policies, as the City's interest may appear;
- b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;
- c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;
- d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and
- e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

9. Program Income. Program income, as defined in 24 CFR 570.500 of the CDBG regulations applies to this funding and includes, (i) proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; (ii) proceeds from the disposition of equipment purchased with CDBG funds; (iii) gross income from the use or rental of real property that was constructed or improved with CDBG funds, less costs incidental to generation of the income; and (iv) interest earned on program income pending its disposition. All program income as defined in this Section must be returned to the City for use to assist low and moderate income households.

10. Compliance with Laws. The parties agree in the performance of this Agreement to comply with all federal, state and local laws, rules and regulations which pertain to the subject matter of this Agreement, including, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds.
- b. National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

- c. Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.
- d. 24 CFR Part 35 prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.
- e. Executive Order 13166, enacted on August 11, 2000, it is mandated that the federal government reduce barriers to limited English proficiency ("LEP") persons with regard to federal benefits. The City, as a recipient of HUD assistance funds, directly or indirectly, is subject to said Executive Order and Title VI, Civil Rights protections, as a condition of receiving these federal funds. The failure to ensure limited English proficiency (LEP) persons access to HUD benefits may violate Title VI based upon national origin.

11. Miscellaneous Provisions

- a. **Notices.** Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY:

City of Las Vegas
Attention: Director
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

OWNER:

Clyde Hambrick
3026 Turquoise Road
Las Vegas, NV 89106

- b. **Amendments.** This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.
- c. **Time of the Essence.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.
- d. **No Waiver.** No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

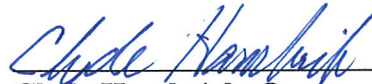
- e. **Entire Agreement.** This agreement constitutes the entire agreement between parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.
- f. **Headings and Interpretation.** Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.
- g. **Choice of Law.** This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.
- h. **Severability.** If any term, covenant, condition or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder or the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- i. **Attorney's Fees.** In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.
- j. **Assignment.** This agreement may not be assigned without the written consent of the City.
- k. **Right to Review and Audit.** The Owner agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Owner goes out of existence, the Owner shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The Owner agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Owner's operation hereunder. The Owner further understands and agrees that said inspection and audit would be exercised upon written notice. If the Owner or its records or books are not located within Clark County Nevada, in the event of an inspection and audit, Owner agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the city of Las Vegas as designated by the City. If the City or the City's designated

representatives find that the records delivered by the Owner are incomplete, the Owner agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Owner's offices to inspect, audit, and retrieve the complete records. The Owner further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

1. **Disclosure of Principals.** Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, **Clyde Hambrick** warrants that the Owner has disclosed, on the Certificate Disclosure of Ownership/Principals, Attachment I attached hereto and incorporated herein as a part of this Agreement, all of the persons, including partners of the Owner or anyone else who hold or acquire more than a 1% interest in the Property. Throughout the term of this Agreement, the Owner shall notify the City in writing of any material change in the disclosure set forth in the Certificate of Disclosure within 15 days of any such change.

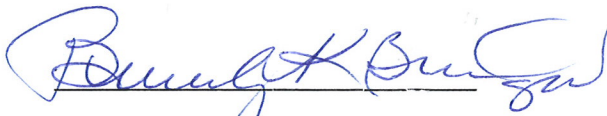
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.


Clyde Hambrick, Owner

CITY OF LAS VEGAS

By 
Oscar B. Goodman, Mayor

ATTEST:


Beverly K. Bridges, MMC, City Clerk

Approved as to form:

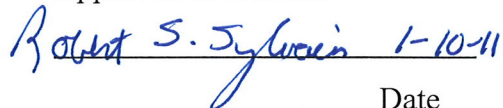

Date

EXHIBIT "A"

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REHAB GRANT INCOME GUIDELINES (Effective May, 2010)**

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>
1	\$36,800
2	42,050
3	47,300
4	52,550
5	56,800
6	61,000
7	65,200
8	69,400

EXHIBIT "B"

LEGAL DESCRIPTION

**City of Las Vegas
Clark County
State of Nevada**

Twin Lakes Village Unit 5, Plat Book 4 Page 61, Lot 15 Block 21

EXHIBIT “C”

SCOPE OF WORK

(Attach Approved and Signed Bid Document)

City of Las Vegas
Neighborhood Services Department

BID REQUEST FORM

DATE BIDS DUE 12/23/10

DATE BIDS RELEASED 12/2/10

Project Clyde Hambrick
3026 Turquoise Road
Las Vegas, NV 89106
Phone: 702-636-6221

The following is hereby submitted as per your request. This bid covers all work and/or specified in the bid documents received for this job.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Document, including furnishing of any construct, and complete said Work in accordance with the Contract Documents, for the sum of money:

All labor, materials, services, and equipment necessary for the completion of the Work shown on the Drawings and in the Specifications:

Total Bid Fifty Eight Thousand One Hundred nine Dollars: (\$58,109⁰⁰)

If awarded the Contract, the Bidder agrees to have on file with the Agency all required documents for verification of licensing, insurance and Occupational Safety and Hazards Act (OSHA) complinace. Completion of the project will require 30 calendar days. This proposal is valid for a period of 90 days.

For questions, please contact:
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101
229-2330

Contractor Information

Name: KCP Properties
Address: 2905 Lake East Dr. STE 110
City, St, Zip: Las Vegas NV. 89117
Phone: (702) 396 5080
State Contractors License Number: 0074777 Exp Date: 4/30/2012

All units of measurement are estimates. Contractors shall be responsible for on-site measurements for complete accuracy. Contractor is responsible for site security during contract period. All work shall meet current codes. All bid submittals must be hand delivered or mailed. No faxed bids will be allowed. Contractor shall attend the bid walkthrough. Failure to attend the bid walkthrough will cause the contractor to become ineligible to submit a bid. As a representative of the above company, I hereby acknowledge receipt of the bid documents for the rehabilitation activities to be performed at the above address.

Contractor Signature [Signature] Date 12/22/10

General Specifications

Hall

84. Furnace Enclosure Door
Construct and properly attach a new door on the furnace enclosure area. Included is all hardware and paint. Ensure of proper ventilation.

Quantity: 1.00 EA

\$ 435⁰⁰

85. Water Heater Enclosure Door
Construct and properly attach a new door on the water heater enclosure area. Included is all hardware and paint. Ensure of proper ventilation.

Quantity: 1.00 EA

\$ 481⁰⁰

Subtotal \$ 916⁰⁰

01 Roofing

House Exterior

68. 01.03 Removal of Existing Roofing
Remove existing roofing materials and sheathing as necessary for access to the attic area for the electrical, mechanical and insulation activities involved on this project. Affected areas to be repaired with like sheathing and roofing materials to match existing.

Quantity: 1.00 LS

\$ 2500⁰⁰

Roofing Subtotal \$ 2500⁰⁰

02 Insulation

Attic

54. 02.01 Cellulose Insulation - Attic
Remove existing and blow in new cellulose attic insulation create a minimum of R-30. Keep all vents clear; construct baffle if necessary. Insulation shall be installed in accordance with manufacturer's specifications to ensure proper R-factor value. PROVIDE R-VALUE CERTIFICATION TO OWNER AND CLV REPRESENTATIVE.

Quantity: 1,700.00 SF

\$ 2,756⁰⁰

House Interior

78. 02.07 Building Envelope Air Sealing
Seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low-volatile organic compound (VOC) caulk (if < 1/4") or expanding foam (if > 1/4"). Seal all top plate and bottom plate penetrations. Seal all penetrations created by plumbing, gas lines, electrical boxes and outlets. Seal large accessible gaps around windows between house framing and window frames. Use special care on large sliding glass doors and vinyl framed windows: DO NOT USE EXPANSIVE FOAM ON THESE. Take care to seal all joints without excess sealant. Seal any gaps in the building envelope adjacent to flues with carefully cut-to-fit sheet metal that is securely fastened to framing, sealing all seams and gaps with fire-rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling. Seal IC-rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the insulation installation.

Quantity: 1.00 LS

\$ 1,020⁰⁰

Insulation Subtotal \$ 3,776⁰⁰

03 Exterior Wall Covering**House Exterior**

70. 03.03 Repair Siding
Apply wood and stucco patch to the open area on the West side of the house.

Quantity: 16.00 SF

\$ 1,006⁰⁰

69. 03.05 T-111 Siding
Provide and install new 1/2" 4' X 8' sheets of T-111 siding, or equal. Paint or stain to match existing for a finished product. **Both sides of the window of the garage conversion room on the Southeast side of the house. Re-install battens to maintain the same look as existing.**

Quantity: 2.00 EA

\$ 990⁰⁰

Exterior Wall Covering Subtotal \$ 1,996⁰⁰

04 Paint**House Exterior**

46. 04.01 Exterior Paint
Thoroughly prepare exterior of house completely by high pressure washing. Stucco surface shall be scraped of all loose and flaking paint. Patch all holes prior to painting. All wood surfaces shall be scraped and cleaned to remove any loose and flaking paint. Paint all surfaces with a 10-year quality latex exterior low volatile organic compound (VOC) paint (<50 grams/liter of VOC.) Provide two (2) coats of paint, one (1) primer coat and one (1) finish coat, or two (2) finish coats. Owner shall have choice of two (2) colors, one (1) for the house and one (1) for the trim.

Quantity: 1,700.00 SF

\$ 2275⁰⁰

50. 04.06 Paint Fascia/Trim
Caulk and fill holes flush to surface with acrylic caulk. Prime with one coat and finish with one coat or paint with two coats with a 10-year quality latex exterior low volatile organic compound (VOC) paint (<50 grams/liter of VOC.) Owner to have choice of color.

Quantity: 200.00 LF

\$ 611⁰⁰**Hall Bathroom**

75. 04.02 Interior Paint
Paint interior walls with a 10-year quality latex low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. Bathroom and kitchen walls and ceilings shall be latex enamel. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Owner shall have choice of one color. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations.

Quantity: 20.00 SF

\$ 243⁰⁰**Master Bathroom**

47. 04.02 Interior Paint
Paint interior walls with a 10-year quality latex low volatile organic compound (VOC) paint (<50 grams/liter of VOC.). All voids are to be caulked with a latex based caulking. Bathroom and kitchen walls and ceilings shall be latex enamel. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Owner shall have choice of one color. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations.

Quantity: 20.00 SF

\$ Deleted

74. 04.02 Interior Paint
Paint interior walls with a 10-year quality latex low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. Bathroom and kitchen walls and ceilings shall be latex enamel. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Owner shall have choice of one color. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations.

Quantity: 40.00 SF

\$ 243⁰⁰Paint Subtotal \$ 3372⁰⁰

07 Mechanical**Hall**

77. 07.04 HVAC Split System (Hall Closet or Garage Air Handler)
Provide and install a new gas/electric ENERGY STAR rated 14 SEER HVAC split system with the air handler located in the hall closet or garage. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). New system shall be sized per the attached Manual J calculations that factor in any new energy upgrades. R/R attic ducting (not between floors and chases) to R8 silver jacket. Install new ducting with a minimum of sharp turns, bends and kinks (reference manufacturer's instructions for installation) or use metal elbows as needed. All ducting connections shall be sealed with mastic, no tape. Change all supply registers to diffusers and/or operable curved blade grilles with correct throws for the rooms to be continued. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilized R410-A refrigerant and a Thermal Expansion Valve sized for condensor. Existing line set can be used but must be flushed appropriately with a multi-flush kit before being re-installed. If existing line set is $\geq 7/8"$ then the line can be flushed. If the existing line is $< 7/8"$ then it must be replaced. Include a backup drip pan for evaporator leaks and freeze ups. Change furnace and venting to closed combustion 92% or better AFUE. Air balance the system to within 15% of Manual J. Equipment is to be indicated by model, type, size, BTU, location and material specification. All existing and new equipment is to be indicated. All work to be in compliance with 2005 National Electric Code and 2006 Uniform Mechanical Code. Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER. See engineering sheet notes for doors and ventilation.

Quantity: 3.50 TON

\$ 12,537⁰⁰**House Interior**

22. 07.01 Removal - Heating/Cooling Unit
Remove and properly dispose of existing mechanical system. Abandon energy and water supply lines as needed. Includes the hall furnace, evaporative cooler and window air conditioning units.

Quantity: 4.00 LS

\$ 360⁰⁰Mechanical Subtotal \$ 12,897⁰⁰

08 Plumbing**Kitchen**

35. 08.09 Washer Connection
Furnish and install new hot and cold valves and drain in an "FHA" box for the washing machine per U.P.C.
Quantity: 1.00 EA \$ 240⁰⁰
53. 08.10 Kitchen Sink - R/R
Remove and replace kitchen sink with a new stainless steel 20 gauge, deep bowl complete with baskets. Fasten securely and caulk rim. Reconnect plumbing.
Quantity: 1.00 EA \$ 386⁰⁰
26. 08.11 Kitchen Faucet - R/R
Provide new U.S. EPA Certified WaterSense single handle washerless kitchen faucet with a maximum flow rate of 2.2 gallons per minute. WaterSense label shall remain on the faucet until the inspection has been completed and the box in which the faucet was packaged remain on site until the inspection has been completed..
Quantity: 1.00 EA \$ 205⁰⁰
32. 08.12 Kitchen Sink Fittings - R/R
Provide new angle stops, flex supply lines and fittings at the kitchen sink. One piece rigid wall escutcheons shall be included.
Quantity: 2.00 EA \$ 90⁰⁰

Hall

83. 08.04 Replace Water Heater (gas)
Replace water heater with new U.L. approved 10 yr. replacement warranty ENERGY STAR rated, high efficiency (0.67+ AFUE), glass lined, fiberglass, minimum R-7 insulated water heater (match size for size.) Reconnect to water lines with new flex connectors and valves **utilizing a loop, U-shape or in line heat trap in the outlet pipe.** Fittings are to be bronze. Install T/P relief valves with 3/4" copper discharge line to exterior of building and pointing down. Water heater must have new vent pipe from collar to a minimum of 12" above the roof. Penetration through the garage ceiling shall have a 1" clearance all around the vent pipe. All plumbing shall meet 2006 Uniform Plumbing Code. Installation shall include new flashing, vent cap, sediment trap, drip pan, R-5 pipe wrap on the water lines, new bronze ball valve and proper seismic bracing. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. **Permit Required.**
Quantity: 1.00 EA \$ 1,686⁰⁰

Hall Bathroom

55. 08.15 Bathtub - R/R
Remove and replace bathtub with standard 5' white porcelain enamel on steel bathtub.
Quantity: 1.00 EA \$ Addendum
30. 08.17 Waste/Overflow - R/R
Provide new chrome plated waste and overflow in bathtub. Include tailpiece and new trap.
Quantity: 1.00 EA \$ 110⁰⁰

08 General Specifications continued...

29. 08.18 Bath/Shower Faucet- R/R
Provide new WaterSense tub and shower faucet and valves. Include new riser to new shower head. The control valve shall be installed immediately ahead of the water supplied appliance and immediately ahead of each slip joint of non-metallic fixture supply or appliance supply. (UPC 605.5) The valve body shall contain integral stops. WaterSense label shall remain on the faucet and the box in which the faucet was packaged shall remain on site until the inspection has been completed.
Quantity: 1.00 EA \$ 340⁰⁰
61. 08.19 Toilet R/R
Remove and replace old toilet with new white U.S. EPA Certified WaterSense unit with 1 or 2 piece 1,000 MaP Flush Performance, 3" flush valve flapper size, ADA with regular or elongated bowl, gravity single-flush max 1.28 Gal. Include new toilet seat and cover. Connect to existing sewer pipe with new bolts and wax ring. Provide new supply flex line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.
Quantity: 1.00 EA \$ 375⁰⁰
27. 08.23 Lav Faucet R/R
Provide new U.S. EPA Certified WaterSense single handle washerless lav faucet with a maximum flow of 1.5 gallons per minute, including pop-up and drain piece. WaterSense label shall remain on the faucet and the box in which the faucet was packaged remain on site until the inspection has been completed.
Quantity: 1.00 EA \$ 245⁰⁰
33. 08.24 Lav Supply Lines R/R
Provide new angle stops, flex supply lines and fittings at bath sink. One piece rigid wall escutcheons shall be included.
Quantity: 2.00 EA \$ 20⁰⁰
56. 08.33 Tub Surround
Furnish and install acrylic or fiberglass tub surround at bathtub to 5' above rim of tub. Surround may be one piece or three piece type. Adhere to properly prepared surface with approved adhesive.
Quantity: 1.00 EA \$ 435⁰⁰
59. 08.42 Shower Head
Provide and install a new U.S. EPA approved WaterSense style shower head. WaterSense decal shall remain on the fixture and the box in which the fixture was packaged shall remain on site until the final inspection has been completed.
Quantity: 1.00 EA \$ 45⁰⁰

Master Bathroom

31. 08.18 Bath/Shower Faucet- R/R
Provide new WaterSense tub and shower faucet and valves. Include new riser to new shower head. The control valve shall be installed immediately ahead of the water supplied appliance and immediately ahead of each slip joint of non-metallic fixture supply or appliance supply. (UPC 605.5) The valve body shall contain integral stops. WaterSense label shall remain on the faucet and the box in which the faucet was packaged shall remain on site until the inspection has been completed.
Quantity: 1.00 EA \$ 340⁰⁰

08 Plumbing continued...

62.	08.19	Toilet R/R Remove and replace old toilet with new white U.S. EPA Certified WaterSense unit with 1 or 2 piece 1,000 MaP Flush Performance, 3" flush valve flapper size, ADA with regular or elongated bowl, gravity single-flush max 1.28 Gal. Include new toilet seat and cover. Connect to existing sewer pipe with new bolts and wax ring. Provide new supply flex line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions. Quantity: 1.00 EA	\$ 375 ⁰⁰
28.	08.23	Lav Faucet R/R Provide new U.S. EPA Certified WaterSense single handle washerless lav faucet with a maximum flow of 1.5 gallons per minute, including pop-up and drain piece. WaterSense label shall remain on the faucet and the box in which the faucet was packaged remain on site until the inspection has been completed. Quantity: 1.00 EA	\$ 256 ⁰⁰
34.	08.24	Lav Supply Lines R/R Provide new angle stops, flex supply lines and fittings at bath sink. One piece rigid wall escutcheons shall be included. Quantity: 2.00 EA	\$ 20 ⁰⁰
58.	08.33	Tub Surround Furnish and install acrylic or fiberglass tub surround. Surround may be one piece or three piece type. Adhere to properly prepared surface with approved adhesive. Shower. Quantity: 1.00 EA	\$ 475 ⁰⁰
57.	08.36	Pre-formed Shower Pan Provide and install a new pre-formed fiberglass shower pan in the specified location. Quantity: 1.00 EA	\$ 356 ⁰⁰
60.	08.42	Shower Head Provide and install a new U.S. EPA approved WaterSense style shower head. The WaterSense decal shall remain on the fixture and the box in which the fixture was packaged shall remain on site until the final inspection has been completed. Quantity: 1.00 EA	\$ 50 ⁰⁰
Plumbing Subtotal \$			6046 ⁰⁰

09 Electrical**House Exterior**

66. 09.01 R/R Service & Panel
Remove existing electrical service entrance and panel completely. Replace with new main circuit breaker type service in a rain-tight panel box. Surface mount in existing location, reconnect and label all circuits. Ensure that electric service is properly grounded. Install new driven ground rod if needed. Install new ground to cold side of water pipe, if required. All workmanship to meet 2005 N.E.C. standards. Contractor shall be responsible for any siding/stucco and painting repairs to the exterior of the structure as a result of the panel box change-out. Contractor shall be responsible for performing the load calculations to determine the proper amperage of the new service. Load calculations shall be presented to the City of Las Vegas Building & Safety Department upon request for permit issuance. Contractor shall be responsible for ensuring the complete household electrical system operates properly. R/R for all required repairs.

Quantity: 1.00 EA

\$ 2163⁰⁰

17. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C.

Quantity: 1.00 EA

\$ 173⁰⁰**Kitchen**

14. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen and Bathroom outlets shall be GFCI protected.

Quantity: 2.00 EA

\$ 192⁰⁰

80. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture complete with ENERGY STAR rated compact florescent bulb at existing location in specified rooms. **Owner claims the light has never operated properly since the new roofing system was installed.**

Quantity: 1.00 EA

\$ 113⁰⁰**Hall**

19. 09.05 Install Cover Plates
Provide new receptacle and switch cover plates as required throughout.

Quantity: 1.00 EA

\$ 105⁰⁰

13. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA

\$ 153⁰⁰**Bedroom 1**

20. 09.05 Install Cover Plates
Provide new receptacle and switch cover plates as required throughout.

Quantity: 1.00 EA

\$ 58⁰⁰

09 Electrical continued...

9. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA \$ 163⁰⁰

5. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per NEC 2005.

Quantity: 1.00 EA \$ 150⁰⁰

Bedroom 2

10. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA \$ 153⁰⁰

6. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per NEC 2005.

Quantity: 1.00 EA \$ 160⁰⁰

Bedroom 3

11. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA \$ 153⁰⁰

7. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per NEC 2005.

Quantity: 1.00 EA \$ 160⁰⁰

Bedroom 4

12. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA \$ 153⁰⁰

8. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per NEC 2005.

Quantity: 1.00 EA \$ 150⁰⁰

Hall Bathroom

15. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen and Bathroom outlets shall be GFCI protected.

Quantity: 1.00 EA \$ 67⁰⁰

09 Electrical continued...

81. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture complete with ENERGY STAR rated compact florescent bulb at existing location in specified rooms.

Quantity: 1.00 EA \$ 160⁰⁰

Master Bathroom

16. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen and Bathroom outlets shall be GFCI protected.

Quantity: 1.00 EA \$ 67⁰⁰

21. 09.04 R/R Defective Receptacles
Replace defective/broken receptacles with new grounded receptacles and replace defective/broken switches with new switches. Provide cover plates for all.

Quantity: 1.00 EA \$ 48⁰⁰

82. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture complete with ENERGY STAR rated compact florescent bulb at existing location in specified rooms.

Quantity: 1.00 EA \$ 160⁰⁰

Living Room

- 18 09.05 Install Cover Plates
Provide new receptacle and switch cover plates as required throughout.

Quantity: 1.00 EA \$ 196⁰⁰

House Interior

67. 09.08 Rewire House
Remove and properly dispose of all wiring and electrical fixtures in house. Rewire to all existing outlets to 2005 National Electric Code. Additional outlets must be provided to meet code requirements. Bedrooms must have arc fault circuit interrupters. Kitchen and Bathroom shall have GFCI's. All openings to the interior walls for wiring installation access shall be properly patched, taped, sanded and textured to match existing so as to receive paint. *Includes Dry Wall Repairs.*

Quantity: 1.00 EA \$ 4721⁰⁰

Electrical Subtotal \$ 9588⁰⁰

10 Windows

Kitchen

38. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .35. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA

\$ 368⁰⁰

Bedroom 1

39. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .35. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.
Window to be lowered faces the street.

Quantity: 2.00 EA

\$ 1099⁰⁰

Includes Frame and Dry Wall

Bedroom 2

40. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .35. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA

\$ 1,099⁰⁰

Includes Frame and Dry Wall

Bedroom 3

10 Windows continued...

41. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .35. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Window to be lowered faces the rear yard.

Includes Frame and Drywall

Quantity: 2.00 EA

\$ 1099⁰⁰

Bedroom 4

42. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .35. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Includes Frame and Drywall

Quantity: 1.00 EA

\$ 667⁰⁰

Hall Bathroom

44. 10.02 Replace Bathroom Window
Remove bathroom window and replace with a new vinyl clad, dual glazed, obscure glass replacement window in the existing opening. If the window sill is less than 5' from the top lip of the bath tub the window shall be of tempered glass. Repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating size and location for permit issuance, if necessary.

Quantity: 1.00 EA

\$ 370⁰⁰

Master Bathroom

45. 10.02 Replace Bathroom Window
Remove bathroom window and replace with a new vinyl clad, dual glazed, obscure glass replacement window in the existing opening. If the window sill is less than 5' from the top lip of the bath tub the window shall be of tempered glass. Repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating size and location for permit issuance, if necessary.

Quantity: 1.00 EA

\$ 371⁰⁰

Living Room

10 Windows continued...

43. 10.01 Dual Glazed Windows R/R
Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .35. New windows must have a maximum 5.0 sq. ft. net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 1.00 EA

\$ 507⁰⁰

Windows Subtotal \$ 6,060⁰⁰

11 Doors

Hall

79. 11.39 Attic Access
Construct a new attic access panel of 1/2" melamine to fit the existing opening. Insulate the attic access with 6" of reflective foil faced polyisocyanurate foam and seal edges with compatible foil tape. Ensure trim/support is properly secured to the ceiling joists. R/R as needed. Paint to match existing for a finished product.

Quantity: 1.00 EA

\$ 208⁰⁰

Hall Bathroom

63. 11.18 Door Knob Bed/Bath
Provide privacy lockset on bedroom and bathroom doors as specified.

Quantity: 1.00 EA

\$ 35⁰⁰

Master Bathroom

48. 11.14 Casing
Remove casing and replace door casing on specified doors to match existing trim.

Quantity: 1.00 EA

\$ 247⁰⁰

Doors Subtotal \$ 490⁰⁰

12 Drywall

Kitchen

36. 12.01 Repair Walls/Ceilings
Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing. Fill in the area behind the counter near the drain line. Fill in the area below and around the FHA box after it has been installed.

Quantity: 16.00 SF

\$ 344⁰⁰

Hall Bathroom

64. 12.03 Install Rockboard
Remove all existing tile and drywall from the entire room. Install new 3/8" rockboard on all walls. Thoroughly prepare all walls by taping, sanding and texturing so as to ensure a finish able to receive ceramic tile, tub surround and/or paint.

Quantity: 1.00 EA

\$ 533⁰⁰

Master Bathroom

71. 12.03 Install Rockboard
Remove all existing tile and drywall from the entire room. Install new 3/8" rockboard on all walls. Thoroughly prepare all walls by taping, sanding and texturing so as to ensure a finish able to receive ceramic tile, tub surround and/or paint.

Quantity: 1.00 EA

\$ 533⁰⁰

Drywall Subtotal \$ 1,410⁰⁰

15 Cabinets

Kitchen

51. 15.02 Install Kitchen Cabinets
Furnish and install base and/or upper wall cabinets. Face frames and doors shall be wood; box may be plywood or particle board, either plastic laminated or vinyl finished. Cabinets shall be installed level and plumb in an acceptable, workmanlike manner. Cabinets shall be fastened by screws. Owner to have choice of white or oak color. Owner to pay the difference if another color is selected. **Lowes.**

Quantity: 7.00 LF

\$ 384⁰⁰

52. 15.03 Install Counter Top
Furnish and install plastic laminate counter tops with roll edge, 4" roll backsplash and properly trimmed end caps. Owner to have choice of standard color and pattern. Counter top shall be properly fitted, caulked and installed in a workmanlike manner.

Quantity: 7.00 LF

\$ 464⁰⁰

Cabinets Subtotal \$ 848⁰⁰

19 Clean Up/Permits

4. 19.01 Permits/Plans

Contractor is responsible in providing all permits/plans required by the CLV Building Department. If plans are required to obtain building, electrical, mechanical and plumbing permits, contractor shall provide them.

Dumpsters and permits

Quantity: 1.00 LS

\$ 1,500⁰⁰

Clean Up/Permits Subtotal \$ 1,500⁰⁰

20 General Specifications

House Exterior

3. 20.03 Lead Containing Materials Encapsulant
Encapsulate all affected areas according to United States Environmental Protection Agency (USEPA) mandated Lead Safe Practices. All work to be performed by a USEPA certified licensee. Utilize a USEPA approved encapsulant prior to applying new exterior latex finished paint. Licensee shall provide current certification to City of Las Vegas representative. **House exterior.**

Quantity: 1,700.00 SF

\$ 2,825⁰⁰

49. 20.03 Lead Containing Materials Abatement
Abate all affected areas according to United States Environmental Protection Agency (USEPA) mandated Lead Safe Practices. All work to be performed by a USEPA certified licensee. Licensee shall provide current certification to City of Las Vegas representative. **Fascia. Remove the areas where the paint is peeling. Encapsulate the areas where the paint is intact.**

Quantity: 200.00 LF

\$ 740⁰⁰

Hall Bathroom

1. 20.03 Lead Containing Materials Abatement
Abate all affected areas according to United States Environmental Protection Agency (USEPA) mandated Lead Safe Practices. All work to be performed by a USEPA certified licensee. Licensee shall provide current certification to City of Las Vegas representative. **Shower. The red tile has tested positive for lead. Remove all shower tile.**

Quantity: 100.00 SF

\$ 1,380⁰⁰

Master Bathroom

2. 20.03 Lead Containing Materials Abatement
Abate all affected areas according to United States Environmental Protection Agency (USEPA) mandated Lead Safe Practices. All work to be performed by a USEPA certified licensee. Licensee shall provide current certification to City of Las Vegas representative. **Shower. The white wall tile has tested positive for lead. Remove all tile including the pan.**

Quantity: 100.00 SF

\$ 1,380⁰⁰

Subtotal \$ 6,325⁰⁰

City of Las Vegas
Neighborhood Services Department

ADDENDUM

THE CONTRACTOR IS HEREBY ORDERED TO MAKE THE FOLLOWING CHANGES TO
THE WORK WRITE-UP AND SPECIFICATIONS FOR THE PROJECT LISTED BELOW:

Project Address

Clyde Hambrick
3026 Turquoise Road
Las Vegas, NV 89106

File No.:

Release Date: December 02, 2010

Item Addendum

47 Interior Paint

Paint interior walls with a 10-year quality latex low volatile organic compound (VOC) paint (<50 grams/liter of VOC.). All voids are to be caulked with a latex based caulking. Bathroom and kitchen walls and ceilings shall be latex enamel. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Owner shall have choice of one color. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations.

DELETE THIS ITEM.

\$ Deleted

55 Bathtub - R/R

Remove and replace bathtub with standard 5' white porcelain enamel on steel bathtub. Use matching grout to fill the floor area between the existing flooring and the new tub.

\$ 395⁰⁰

Total Cost of Addendum Items

\$ 395⁰⁰

THE CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM

FRANK
Housing Rehabilitation Specialist

December 10, 2010
Date

De 12/22/10

EXHIBIT "D"

APN: 139-29-112-106

WHEN RECORDED MAIL TO:

City of Las Vegas
Neighborhood Services Department
Attn: Erik King
400 Stewart Avenue
Las Vegas, NV 89101

MAIL TAX STATEMENT TO:

Clyde Hambrick
3026 Turquoise Road
Las Vegas, NV 89106

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of _____, 2011 Clyde Hambrick, who resides at 3026 Turquoise Road, Las Vegas, NV 89106, herein called the "Trustor," and the City of Las Vegas, a municipal corporation within the State of Nevada, whose principal office is located at 400 Stewart, Las Vegas, NV, 89101, Attention: Neighborhood Services Department, herein called the "Trustee" and/or "Beneficiary," depending on the context of the provision of this Deed of Trust.

WITNESSETH:

WHEREAS, the Trustor and Beneficiary have entered into an agreement entitled, to-wit: Community Development Block Grant Single Family Rehabilitation Program Deferred Loan Agreement, dated _____ (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Trustor has received as a deferred loan the Community Development Block Grant (CDBG) funding in the amount of 60,459.00 from Beneficiary and has agreed to faithfully perform certain obligations thereunder or repay the CDBG Loan in accordance with the provision of the Agreement; and

WHEREAS, this Deed of Trust is intended to secure the faithful performance by the Trustor of the terms of the Agreement, including the repayment of the CDBG loan in the original aforementioned amount and any increases thereto or future advances approved by the Beneficiaries (collectively herein the "CDBG Loan") if the Trustor fails to perform as required therein.

NOW, THEREFORE, for the purpose of securing each obligation of the Trustor contained herein and in the Agreement, the Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to the Trustee in trust, WITH POWER OF SALE, that certain property (the

"Property") located in the City of Las Vegas, Clark County, State of Nevada, legally described as follows:

See Attachment "A," attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, the Trustor shall comply with the terms of the Agreement, including the repayment of the CDBG Loan, if the Trustor is found to be in default of the terms contained therein. This Deed of Trust is intended to secure the original loan of CDBG.

The Trustee and Beneficiary acknowledge that the Property may be encumbered by a deed of trust (the "First Deed of Trust") for the Property, which is recorded in the official records of the Clark County Recorder's Office, prior to recordation of this Deed of Trust. Trustee and Beneficiary acknowledge and agree that this Deed of Trust and the rights of Trustee and Beneficiary hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to the rights and remedies of the Beneficiary and Trustee under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser shall not be bound by or obligated to perform any of the obligations of the Trustor under this Deed of Trust. Except under the circumstances described in the Agreement between the Trustor and Beneficiary, this Deed of Trust will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

Notwithstanding the right of Beneficiary to the Property under this Deed of Trust, the Trustor agrees to repay to the CDBG Loan to the Beneficiary if the Property, or any portion thereof, is subleased without prior written approval of Beneficiary or through sale or other circumstances (excluding foreclosure) Trustor loses legal possession of the Property. If the Trustor loses possession and/or ownership of the Property as a result of foreclosure, the CDBG Loan will convert to a grant, and the Trustor will be released from any further liability. The Beneficiary will reconvey to the Trustor or assigns, all of its interest in the Property.

So long as the Trustor performs its obligations to the Beneficiary under the Agreement, the Trustor will be released from any further obligation thereunder, including the obligation to repay the CDBG Loan, five (5) years from the date of final disbursement of the CDBG Loan used for the rehabilitation of the Property. The Trustee under the Deed of Trust, its successors and assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all of its interest in the Property hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

The Trustor also agrees and acknowledges that a Request for Notice may be recorded by the Trustee and/or Beneficiary upon the recordation of this Deed of Trust.

By execution and delivery of this Deed of Trust, Trustor agrees that provisions (1) to (17), inclusive, of the Deed of Trust recorded in Book 730, as Document No. 586593, of the official records of the Clark County Recorder's Office are hereby adopted and incorporated herein as a part hereof. The Trustor agrees to observe and perform the provisions of the

Notary Public

ATTACHMENT "A"

LEGAL DESCRIPTION

Twin Lakes Village Unit 5, Plat Book 4 Page 61, Lot 15 Block 21